

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
May 14, 2015 – 10:30 a.m.
Kensington Metropark – Farmhouse Grille

1. Chairman's Statement
2. Public Participation
3. Minutes – April 9, 2015 Regular Meeting and Closed Session
4. Approval – May 14, 2015 Agenda

Consent Agenda

5. **Approval – May 14, 2015 Consent Agenda**
 - a. Vouchers – April 2015
 - b. Financial Statements – April 2015
 - c. Purchases
 1. Tractor, Stony Creek Metropark **pg. 1**
 2. Mulch, all parks **pg. 3**
 3. Police Vehicle Install, various parks **pg. 7**
 - d. Update – Purchases over \$10,000 **pg. 9**
 - e. Approval – Letter of Support, City of Sterling Heights TAP Grant Application **pg. 11**
 - f. Approval – Heavner Canoe Rental Agreement, Kensington **pg. 17**
 - g. Bids – Golf Course Irrigation Head Replacements, Phase V, Indian Springs **pg. 23**
 - h. Approval – Professional Services Agreement, HVAC System, Indian Springs **pg. 25**
 - i. Approval – Professional Services Agreement, Parking Lot Lighting, Oakwoods **pg. 29**
 - j. Approval – Professional Services Agreement, Pool Backwash, Lake Erie **pg. 33**
 - k. Approval – Professional Services Agreement, Pump Station Upgrades, Lake Erie **pg. 41**

Regular Agenda

6. Legislative Report **pg. 47**
7. **Reports**
 - A. *Lake St. Clair Metropark*
 1. Approval – Lake St. Clair/St. Clair River Protection and Restoration Partnering Agreement **pg. 49**
 - B. *Stony Creek Metropark*
 1. Approval – Resolution, MNRTF Grant Agreement, Boat Launch Redevelopment **pg. 59**
 - C. *Kensington Metropark*
 1. Bids – Entrance Road Reconstruction **pg. 79**

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7. Reports

D. Hudson Mills Metropark

1. Approval – Resolution, MNRTF Grant Agreement, Property Acquisition **pg. 81**

E. Oakwoods Metropark

1. Approval – Claremont Development Easement **pg. 103**

F. Administrative Office

1. Approval – Director’s Contract
2. Approval – Pension and RHCT Investment Policy Change **pg. 117**
3. Approval – Pension Plan Valuation and Recommended Contribution **pg. 137**
4. Update – Wolcott Mill Parking Lot **pg. 179**
5. Update – Interpretive Services **pg. 181**

8. Closed Session – To consider a written legal opinion from outside counsel within the Attorney-Client privilege. [*Section 8 \(h\) of the Michigan Open Meetings Act. M.C.L. 15.268 \(h\)*](#)

9. Staff Officer Update

10. Other Business

11. Commissioner Comments

12. Motion to Adjourn

A combined *Pension Committee and Retiree Health Care Trust* meeting will take place **prior** to the Thursday, May 14, 2015 Board meeting beginning at **9:00 a.m.** at the Kensington Farmhouse Grille.

The next regular Board of Commissioners meeting will take place:
Thursday, June 11, 2015 at **10:30 a.m.** at Stony Creek Metropark at the Nature Center.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFP-15-021
 Project Title: Tractor
 Location: Stony Creek Metropark, Macomb County
 Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award RFP-15-021 to the low responsive, responsible bidder, Tri-County Equipment, Inc. in the amount of \$54,476.89 and (2) approve transferring funds from the Lake St. Clair Capital Equipment account to the Stony Creek Capital Equipment account as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: This is a budgeted item and is over budget by approximately \$4,476.89

Scope of Work: Furnish and delivered a new John Deere 5085M Tractor.

Background: This purchase will replace two (2) tractors, a 1981 Ford 6600 tractor and 1992 John Deere 5300 tractor; both units will be sent to auction. There were several models of tractors reviewed for this purchase including New Holland and Kubota. All vendors bid based on a governmental contract.

**Note: Both Weingartz and Rosy Bros., Inc. bid Kubota units, which is not completely American made.*

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Tri County Equipment, Inc.	Lapeer	\$54,476.89
Weingartz*	Utica	\$44,178.90
Rosy Bros., Inc.*	Dryden	\$45,109.35
Richmond New Holland	Richmond	\$67,529.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Maria van Rooijen, Purchasing Agent
Project No: ITB-15-023
Project Title: Safety Surface Mulch
Location: All Metroparks
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award ITB-15-023 to the low responsive, responsible bidder Superior Groundcover Inc. in the amount of \$45,374 and (2) approved the transfer of funds from the Reserve Account to each park's Operating Supplies Account as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: This item is not budgeted.

Scope of Work: Furnish and deliver certified materials, which meet U.S. Consumer Product and Safety Standards, and install 1,852 cubic-yards of wood fiber mulch around playground equipment as per the project specifications.

Background: The project specifies the use of a blown-in installation. The purpose is two-fold, one to minimize the site disturbance with delivering bulk materials to a developed site and second, the time needed to install the material.

After site inspections by park personnel, it was determined for safety reasons and regulations, that Metroparks playgrounds needed additional mulch to prevent injuries. Going forward, this item will be budgeted annually.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Superior Groundcover, Inc.	Hudsonville	\$24.50 - \$45,374.00

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE

Mulch Required by Parks

Park	Location in Park	Quantity Needed Cubic-Yards	Cost
Delhi	Helens Adventure Playground	59	\$8,624.00
	North Swings	12	
	South Swings	6	
Dexter-Huron	East Slide	21	
	West Swing	6	
Hudson Mills	Activity Center Play Area	92	
	Activity Center Slides / Tot Swing	33	
	Activity Center Swings	23	
	North River Grove Slide	10	
	North River Grove Swing	3	
	Pine View Slide	18	
	Pine View Swing	34	
	South River Grove Slide	6	
South River Grove Swing	29		
Huron Meadows	Sunset Ridge	46	\$2,009.00
	Cedar Ridge Swings and Slide	36	
Indian Springs	Adventure Playground 2-5 Area	30	\$6,002.50
	Adventure Playground 5-12 Rope Structure	110	
	Meadowlark Playground	105	
Kensington	Martindale Beach	22	\$1,470.00
	Approximately 3 Other Locations	38	
Lake Erie	Main Tot Lot	13	\$318.50
Lake St. Clair	Main Tot Lot	45	\$2,082.50
	Point Walk Play Area (Eastwood Beach West	40	
Lower Huron	Ellwoods	113	\$5,047.00
	Hawthorn Glade	65	
	Sycamore Bend	28	
Stony Creek	Baypoint	100	\$17,076.50
	Beach Swings	210	
	Mt. Vernon	50	
	Northdale	63	
	Oakgrove	69	
	Ridgewood	50	
	Southdale	50	
	Winter Cove	105	

Mulch Required by Parks

Park	Location in Park	Quantity Needed Cubic-Yards	Cost
Willow	Elder Creek North	17	\$1,666.00
	Elder Creek South	17	
	Flintwoods North	17	
	Flintwoods South	17	
Wolcott Mill	Farm Center Playground	44	\$1,078.00
Total		1852	\$45,374.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Maria van Rooijen, Purchasing Agent
Project No: RFP-15-027
Project Title: Police Equipment Install
Location: Lake St. Clair, Stony Creek, Indian Springs, Kensington, Hudson Mills,
 Lower Huron and Lake Erie Metroparks
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' award RFP-15-027 to the low responsive, responsible bidder Cruisers in the amount of \$66,820 as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: These are budgeted items.

Scope of Work: Provide equipment and labor to completely outfit eight (8) new police vehicles with necessary equipment and lighting package and remove equipment from seven vehicles. One removal was previously done.

Background: Due to the variance in pricing and deviations from stated equipment, Winder Police Equipment, Inc. was not selected and Cynergy Wireless was not selected because they could not start installs for at least three or four months and they would not guarantee that timeframe.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Cruisers	Brighton	\$66,820.00
Winders	Southgate	\$63,882.87
Cynergy Wireless	Troy	\$65,094.67
Canfield Equipment	Warren	\$75,136.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: George Phifer, Director
 Subject: Purchases over \$10,000
 Date: May 6, 2015

Action Requested: Motion to Receive and file

That the Board of Commissioners' receive and file the update for purchases over \$10,000, up to, and including \$25,000 as submitted by Director Phifer and staff.

Background: On May 9, 2013, the Board approved the updated financial policy requiring the director to notify the Board of purchases exceeding \$10,000, up to, and including \$25,000.

The following list is purchases exceeding the \$10,000 threshold:

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Civitas-IT	Computer Software Licenses	\$10,196.73
Maxi Container, Inc.	Steel Drums	\$12,782.00
Northwest Pools, Inc.	Bulk Sodium Hypochlorite	\$15,360.00
Aspen Doors	Door Replacement for Willow Pool and Bathhouse	\$15,543.40
Jamestown Advanced	Picnic Tables	\$17,776.00
Civitas-IT	26 Replacement Computers for Parks	\$18,683.00
Signature Ford	Truck	\$21,021.00
Civitas-IT	Computers for golf courses	\$22,346.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Letter of Support, City of Sterling Heights TAP Grant Application
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Letter of Support for the City of Sterling Heights' application for grant assistance through the Transportation Alternatives Program (TAP) as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: None

Background: The city of Sterling Heights Parks and Recreation Department will be submitting an application for funding assistance through the Michigan Department of Transportation's Transportation Alternatives Program (TAP), which is a competitive grant program that uses federal transportation funds designated by the U.S. Congress for specific activities that enhance the intermodal transportation system and provide safe alternative transportation options.

The Sterling Heights Parks and Recreation Department is requesting a letter of support from the Metroparks to accompany its grant application.

The city is applying for TAP funding to replace a pedestrian footbridge in Dodge Park, located on Utica Road in Sterling Heights. The subject bridge connects the park with the Clinton River Trail System, which is a major non-motorized thoroughfare in the city. This trail system is an important piece of the regional non-motorized network as it is a piece of the Freedom Trail connecting to Lake St. Clair Metropark, as well as the statewide Iron Belle Trail. Additionally, the Clinton River Park Trail system traverses property along the Clinton River that the City leases from the Metroparks.

**Attachments: Draft Letter of Support
Clinton River Park Trail System Map**



HURON-CLINTON metroparks

Administrative Office | 13000 High Ridge Drive | Brighton, MI 48114-9058
1-800-477-2757 • www.metroparks.com

April 24, 2015

The Honorable Michael C. Taylor
Mayor, City of Sterling Heights
40555 Utica Road
Sterling Heights, MI 48313

RE: MDOT Transportation Alternatives Program Grant Application

Dear Mayor Taylor:

The Huron-Clinton Metropolitan Authority operates one of the nation's largest regional park systems and serves the residents of Macomb, Oakland, Livingston, Washtenaw, and Wayne Counties. The Metroparks strive to provide excellent recreational and educational opportunities while serving as stewards of its natural resources. In addition to these efforts, Metropark planners and engineers develop new ideas and projects in order to improve our parks and keep pace with recreational needs and trends. For example, responding to the popularity of existing trails and a public demand for an expansion of regional recreation trails of all types; our current recreation plan includes numerous trail improvements and development. We are a strong proponent of recreational trails within our parks and of trails that link to our many parks.

You may be aware that the Metroparks is responsible for the maintenance of the hike/bike path along Metropolitan Parkway. We maintain the 16 miles of path in Harrison and Clinton Townships because the path serves Lake St. Clair Metropark and facilitates long distance running and biking. The western terminus of the path is Utica Road in Sterling Heights. From this point, the hikers and bikers can jump on the City's municipal trails and continue north to Utica. A large portion of the hike/bike path in the City follows the scenic Clinton River and provides a unique experience for the users within an urban setting.

Metroparks understands very well that facilities and structures have a useful life and need to be replaced when obsolete. Therefore, we fully endorse your grant application for Transportation Alternatives Program funds to replace the footbridge over the Clinton River and bring that critical section of the trail up to current standards.

Sincerely,

George Phifer
Director

Delhi | Dexter-Huron | Hudson Mills | Huron Meadows | Indian Springs | Kensington
Lake Erie | Lower Huron | Lake St. Clair | Oakwoods | Stony Creek | Willow | Wolcott Mill

Board of Commissioners

John C. Hertel
Governor Appointee

John E. La Belle
Livingston County

Harry E. Lester
Wayne County

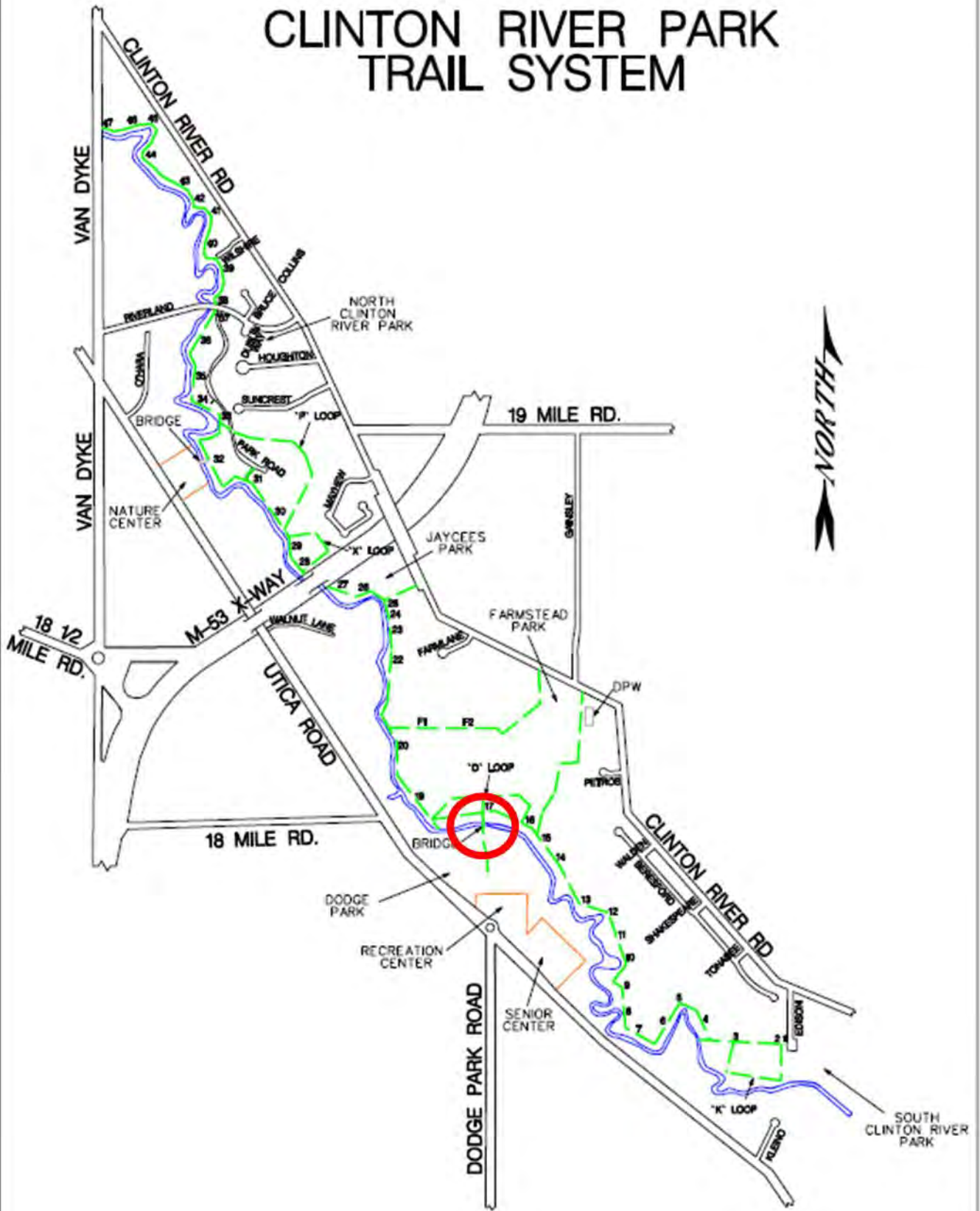
Robert W. Marans
Washtenaw County

Anthony V. Marrocco
Macomb County

Timothy J. McCarthy
Governor Appointee

Jaye Quadrozzi
Oakland County

CLINTON RIVER PARK TRAIL SYSTEM





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Director
Subject: Approval – Amended Heavner Canoe Livery Agreement
Location: Kensington Metropark, Oakland County
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the amendment to the Heavner Canoe Livery Agreement dated May 19, 2013 as recommended by Director George Phifer.

Fiscal Impact: Additional revenue source. The Metroparks receives 10 percent of Heavners gross monthly revenue.

Background: In May 2013, the Metroparks entered into an agreement with Heavner Canoe Rental to provide canoe and kayak rental service at the East Shore Fishing site at Kensington Metropark. The first amendment to the contract modified the rental location facility from the East Shore Fishing site to the Farm Center. In addition, because the change in the location reduced the distance of a canoe/kayak trip, rental fees were also reduced. Heavner also requested permission to place signage and the amendment allowed for signage subject to Metroparks' approval of size, design materials and sign placement.

The Second Amendment to the Agreement addresses updated insurance provisions and extends the Agreement from May 23, 2015 to Sept. 21, 2015.

Miller Canfield has reviewed the agreement.

Attachment: Second Amendment to Agreement with Heavners

**Second Amendment to Agreement Between the
Huron-Clinton Metropolitan Authority and
Heavner Canoe Rental**

This second amendment between Huron-Clinton Metropolitan Authority, a public body corporate under the laws of the State of Michigan with offices at 13000 High Ridge Drive, Brighton, Michigan (the “Authority”) and Heavner Canoe Rental, Inc., a Michigan corporation, whose address is 2775 Garden Road, Milford, MI 48381 (“Heavner”), is entered into on this _____ day of May, 2015.

WHEREAS, the parties entered into a certain agreement dated May 19, 2013, providing for terms and conditions governing the operation of a canoe and kayak rental service by Heavner at the Kensington Metropark, Milford, Michigan, for an initial term expiring October 1, 2013 (the “Agreement”); and

WHEREAS, the parties entered into an amendment to the Agreement, dated June 25, 2014, to revise certain terms and to extend the expiration date to September 15, 2014; and

WHEREAS, the parties desire to further amend the terms of the Agreement pursuant to this Second Amendment to revise certain insurance requirements and to extend the expiration date.

NOW THEREFORE, the parties agree as follows:

1. Amendment to Section c. The first paragraph of Section c of the Agreement is hereby amended to read as follows:

c) Pay to the Authority a fee of 10 percent (10%) of monthly gross revenue per month (“Fee”). Payment shall be paid by the 15th day of every month for the previous month’s gross revenue, commencing on the commencement date of this Agreement and ending with the final payment being made by the 15th day of the month following expiration of this Agreement.

2. Amendment to Section m. Section m of the Agreement is hereby amended to read in its entirety as follows:

m) The term of this Agreement (“Term”) shall commence on the 23rd day of May, 2015, and shall expire on the 21st day of September, 2015.

This Agreement may be terminated prior to expiration in accordance with the provisions set forth in the General Terms and Conditions.

3. Amendment to Section g. Section g is hereby amended to read in its entirety as follows:

g) Heavner shall not commence operations under this Agreement until it has obtained the insurance required under this section, and shall keep such insurance

in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of Heavner. All deductibles and SIR's are the responsibility of Heavner.

Heavner shall procure and maintain the following insurance coverage:

- i) Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ii) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$4,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- iii) Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$4,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- iv) Limits of Liability referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.
- v) Additional Insured: Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be *Additional Insureds*: HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.
- vi) Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the HCMA.
- vii) Proof of Insurance Coverage: Heavner shall provide HCMA, at the time that the Agreement is returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

- viii) Commercial Property Insurance: Heavner shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
- ix) General Insurance Conditions: The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions:
 - a. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
 - b. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA
 - c. If any of the above coverages expire during the term of this contract, Heavner shall deliver renewal certificates and endorsements to HCMA at least ten (10) days prior to the expiration date.

4. Deletion of Section i. Section i of the Agreement is hereby deleted.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their authorized representative on this ____ day of _____, 2015.

HURON-CLINTON METROPOLITAN AUTHORITY

By: _____
John E. La Belle, Chairman

By: _____
Robert W. Marans, Secretary

HEAVNER CANOE RENTAL, INC.

By: _____
Alan Heavner, President

By: _____
WITNESS



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 715-15-037
 Project Title: Golf Course Irrigation Head Replacements Phase V
 Project Type: Major Maintenance
 Location: Indian Springs Metropark, Oakland County
 Date: May 6, 2015

Bids Opened: April 21, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 715-15-037 to the low responsive, responsible bidder, Progressive Irrigation, Inc., in the amount of \$19,720.00 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is under budget by \$4,280.

Background: Work includes the continuation of the removal and replacement of obsolete golf course irrigation heads at Indian Springs Metroparks (81 heads). This is the final phase for Indian Springs.

<u>Contractor</u>	<u>City</u>	<u>Total Amount</u>
Progressive Irrigation, Inc.	White Lake	\$19,720.00
Marc Dutton Irrigation, Inc.	Waterford	\$23,320.00
Thielen Turf Irrigation, Inc.	Mt. Pleasant	\$25,870.00
Budget Amount for Contract Services and Administration		\$25,000.00
Work Order Amount		
Contract Amount – Progressive Irrigation		\$19,720.00
Contract Administration		\$ 1,000.00
Total Proposed Work Order Amount (Rounded)		<u>\$20,800.00</u>

This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Construction News Service, HCMA website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Professional Services Agreement, HVAC System
Location: Indian Springs Metropark's Environmental Discovery Center (EDC)
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Professional Services Agreement from J.A. Lombardo and Associates, Inc. in the amount not to exceed \$5,100 as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

Fiscal Impact: Funds are available in the Engineering Professional Service Account.

Background: In response to staff's request, J.A Lombardo and Associates of Rochester Hills submitted a proposal dated March 4, 2015 for design services to evaluate and make recommendations for the current Environmental Discovery Center Banquet facility HVAC system. This proposal would explore possible supplemental changes and or supplemental additions that could be implemented to increase the cooling capacity of the current geo thermal system.

Attachment: J.A. Lombardo & Associates Proposal



J.A. LOMBARDO & ASSOCIATES, INC.

CONSULTING ENGINEERS

March 4, 2015

Mr. Mike Brahm-Henkel
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48116-9058

RE: Discovery Center HVAC System
Indian Springs Metropark

Dear Mr. Brahm-Henkel:

We are pleased to submit this proposal for professional engineering services to analyze the HVAC System at the Indian Springs Metropark Discovery Center. From the preliminary facility review with Tom Asiala, we feel it is essential that we first do a detailed HVAC load calculation so that we have a good understanding of the building and occupant heating and cooling loads.

For example, during the preliminary we were told that the system capacity was 5 tons of mechanical cooling. We took a quick look at the system capacity required to handle just the occupant load which is only one component of the building load and this preliminary calculation indicates 15 tons are required.


In order to calculate the HVAC loads, we are proposing the following scope of work:

- Site visit to verify existing conditions
- Review of existing drawings for the building and mechanical system
- Create a software model of the building envelope and occupant loads
- Calculate the building HVAC load
- Review the results of the system analysis with your office
- Recommend changes in the existing system.

We propose to provide the above services on a time and material basis with the total cost not-to-exceed \$5,100.00, invoiced monthly at our current rate schedule, a copy of which is attached. We would expect to complete this work two weeks after receiving the authorization to proceed. This proposal is open for acceptance for 60 days. Construction phase services will be provided on a time and material basis as requested by HCMA and are not included in the above not-to-exceed amount.

Thank you for the opportunity to submit this proposal to the Huron-Clinton Metropolitan Authority. Please let me know if any additional information is required.

Sincerely,


Joseph A. Lombardo, P.E.
President

J.A. LOMBARDO & ASSOCIATES, INC.

CONSULTING ENGINEERS

RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Senior Engineer	\$ 106.00
Engineer	\$ 75.00
Junior Engineer	\$ 59.00
Cad Operator/Drafter	\$ 59.00
Technician	\$ 52.00

Effective through December 31, 2015



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Professional Services Agreement, Parking Lot Lighting
Location: Oakwoods Nature Center, Wayne County
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners approve the Professional Services Agreement from J.A. Lombardo and Associates, Inc. in the amount not to exceed \$7,900 as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

Fiscal Impact: Funds are available in the Engineering Professional Service Account.

Background: In response to staff's request, J.A Lombardo and Associates of Rochester Hills submitted a proposal dated March 12, 2015 for electrical and lighting design services for renovations of the existing parking lot and walkway lighting at the Oakwoods Nature Center.

Design services will include preparation and plans and specifications for new efficient lighting, which will be incorporated into the future parking lot reconstruction project. The existing lighting currently needs repairs and replacement.

Attachment: J.A. Lombardo & Associates Proposal



J.A. LOMBARDO & ASSOCIATES, INC.

CONSULTING ENGINEERS

March 12, 2015

Mr. Mike Brahm-Henkel
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48116-9058

RE: Walkway and Parking Lot Lighting System
Oakwoods Nature Center

Dear Mr. Brahm-Henkel:


We are pleased to submit this proposal for professional engineering services to design an area lighting system for the walkway and parking lot at Oakwoods Metropark Nature Center. The scope of the proposed project will include:

- Site visit to verify existing conditions and determine the power source for the proposed lighting system
- Establish illumination level criteria
- Design walkway, south and center parking lot lighting system, review with HCMA and implement changes from the review
- Prepare a one line diagram for the proposed addition to the existing facility power system
- Prepare a site demolition plan for light and controls
- Prepare a site lighting plan
- Prepare a lighting control schematic diagram
- Prepare miscellaneous details
- Prepare technical specifications.

We propose to provide the above services on an hourly basis with the fee not to exceed \$7,900.00 and invoiced monthly at our current rate schedule, a copy of which is attached. We would expect to complete the design phase services four weeks after receipt of the authorization to proceed. This proposal covers design phase services only and construction phase services will be provided on an hourly basis as requested. This proposal is open for acceptance for 60 days.

We appreciate being given the opportunity to submit this proposal to the Huron-Clinton Metropolitan Authority and look forward to working with HCMA on this project. Please let me know if any additional information is required.

Sincerely,


Joseph A. Lombardo, P.E.

J.A. LOMBARDO & ASSOCIATES, INC.

CONSULTING ENGINEERS

RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Senior Engineer	\$ 106.00
Engineer	\$ 75.00
Junior Engineer	\$ 59.00
Cad Operator/Drafter	\$ 59.00
Technician	\$ 52.00

Effective through December 31, 2015



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Professional Services Agreement, De-Chlorination Treatment Design
Location: Lake Erie Pool, Wayne County
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Proposal from ASTI Environmental in the amount of \$5,400 as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

Fiscal Impact: Funds are available in the Engineering Professional Service Account.

Background: In response to staff's request, ASTI Environmental of Brighton submitted a proposal dated March 22, 2015 for environmental services to address proposed options for de-chlorination of pool backwash for the Lake Erie pool facility. ASTI will evaluate two to three different de-chlorination technologies and the associated costs and evaluate the concentration of chlorine reduction necessary to meet MDEQ guidelines. This work is in conjunction with the current design of the pool backwash system to modify discharge requirements to meet current regulations.

Attachment: ASTI Proposal



*Investigation • Remediation
Compliance • Restoration*

10448 Citation Drive, Suite 100
Brighton, MI 48116

Mailing Address:
P.O. Box 2160
Brighton, MI 48116-2160

800 395-ASTI
Fax: 810.225.3800

www.asti-env.com

Sent Via Email Only

March 26, 2015

Mr. Mike Brahm-Henkel
Assets and Development Manager
Huron-Clinton Metropolitan Authority
13000 High Ridge Dr.
Brighton, MI 48114

*RE: De-Chlorination Treatment Design for Pool Backwash
Lake Erie Metropark
Brownstown, Wayne County, Michigan
(ASTI File DCM032615-2)*

Dear Mr. Brahm-Henkel:

Thank you for your continued interest in the environmental services offered by ASTI Environmental (ASTI). This letter is ASTI's proposal for professional services to perform treatment design services for pool backwash at Lake Erie Metropark.

Scope of Work

ASTI will conduct the following work in collaboration with you and your project team:

Determine Treatment Option for De-chlorination of Pool Backwash

According to preliminary conversations with the MDEQ they will permit discharge of pool filter backwash water if the concentration of chlorine is non-detect. ASTI will identify dechlorination technologies that would be appropriate for treatment of pool filter backwash water containing an estimated 3ppm of chlorine compounds. ASTI will provide cost estimates, construction and operation requirements for 2-3 different dechlorination technologies including gaseous sulfonation, treatment with dry sulfite salts, and biological dechlorination. ASTI will provide a report summarizing the available dechlorination technologies and their associated costs. Conceptual drawings will be provided, as needed to show how the different alternatives would be employed on the site.

Schedule

ASTI will supply you with a draft report within three weeks of your authorization to proceed. After HCMA staff have reviewed the report, ASTI will meet with HCMA staff to discuss the treatment alternatives.

Authorization

We require authorization in the spaces provided at the end of this letter.

Fee

Our fee for conducting the Scope of Work discussed in this proposal is provided below. This fee is based on the terms, conditions and assumptions described in this proposal, and any change to those terms, conditions or assumptions may result in additional costs. The services will be provided on a fixed-fee basis. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization. This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement.

<u>Service</u>	<u>Fixed Fee</u>
<i>De-Chlorination Treatment Design for Pool Backwash</i>	\$ 5,400

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at 800.395.ASTI. We look forward to working with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

Client Authorization
ASTI File DCM032615-2



Dianne C. Martin
Vice President

Signature

Print Name

Print Title

Date

For: **Huron-Clinton Metropolitan Authority**

Attachment A**Terms and Conditions**

ASTI Environmental (CONSULTANT) shall perform for Huron-Clinton Metropolitan Authority (CLIENT) the services described in the proposal titled *De-Chlorination Treatment Design for Pool Backwash, Lake Erie Metropark*, and dated March 26, 2015 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. DCM032615-2). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. Except as set forth herein, CONSULTANT makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by CONSULTANT to CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potential hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater. The PROPOSAL will remain in effect for a period of 30 days.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricing will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed \$1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.



CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Professional Services Agreement, Pump Station Upgrades
Location: Lake Erie Metropark
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Professional Services Agreement with Johnson and Anderson in the amount of \$3,600 as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

Fiscal Impact: Funds are available in the Engineering Professional Service Account.

Background: In response to staff's request, Johnson and Anderson of Waterford submitted a proposal dated March 23, 2015 for design services to prepare plans and specifications for the pump conversion to chopper-style type pumps to mitigate the existing problem of clogging due to sanitary wipes. The design would also include gate and check valve replacement.

Attachment: Johnson and Anderson Proposal



March 23, 2015

Mike Brahm-Henkel
 Huron-Clinton Metropolitan Authority
 13000 High Ridge Road
 P.O. Box 2001
 Brighton, MI 48116-8001

Re: Lake Erie Metro Park Sanitary Pump Station Rehabilitation - Proposal for Professional Engineering Services

Ref: J&A File # 17753

Dear Mr. Brahm-Henkel:

Johnson & Anderson, Inc. is pleased to submit this proposal to the Huron-Clinton Metropolitan Authority for professional engineering services related to the Rehabilitation of the sanitary pump station located in Lake Erie Metro Park. This pump station has had work completed in the past few years including new control panel, SCADA, pumps and emergency generator connection. The non-clog conventional sewage pumps are still experiencing ragging due to the sanitary wipes being flushed into the sanitary system.

We understand that you wish to install chopper type pumps at this installation, replace the piping and guide rails in the wet well and replace the check and gate valves in the valve vault. The existing electrical service to the pump station is 230 volt 3 phase and the control panel is new and will be reused.

The following agreement between Johnson & Anderson, Inc. (J&A) and the Huron Clinton Metropolitan Authority (PRINCIPAL) is separate and distinct from any other agreement between J&A and PRINCIPAL.

I SCOPE OF SERVICES

A. Prepare plans and specifications for the sanitary pump station rehabilitation:

1. J&A shall prepare plans and specifications for the replacement of the sewage pumps (submersible chopper type), guide rail system, discharge piping, base elbow and the check valves and gate valves in the valve vault. Drawings shall be prepared using information collected from a site visit and from information from the previous pump station work. Specifications will be prepared covering the pump type, model and discharge requirements. Specifications will be prepared for the discharge piping, check valves, gate valves, guide rail system and base elbow for the pumps.
2. The existing electrical service to the pump station is 230 volt 3 phase and the control panel and SCADA system are new. No upgrade in the electrical service is needed and the existing control and SCADA will be reused. Minor modification to the control

system may be required to incorporate the new pumps motor temperature sensor and leak detection system.

3. J&A shall review the plans and specification with HCMA.

B. Construction Services:

1. Assist PRINCIPAL in evaluating bids and recommending a contract award.
2. Review shop drawings;
3. Provide consultation and advise during construction;
4. Assist PRINCIPAL in preparing a final check list and determining final acceptance of the work.

C. Matters of Understanding – The following information was relied upon in developing this proposal:

1. PRINCIPAL will prepare bid packages, advertise the work, and receive bids.
2. PRINCIPAL will perform the day-to-day inspection, contract administration, and testing services of all phases of the work.

II GENERAL PROVISIONS

- A. Attached to and made part of this agreement is Exhibit "A" - General Provisions, detailing certain responsibilities and understandings applicable to both parties.

III PROFESSIONAL FEE

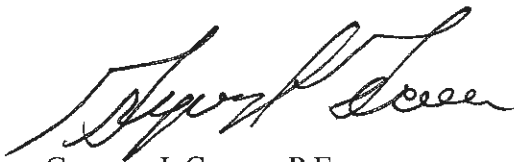
- A. For Services described in Sections I-A above, **SCOPE OF SERVICES**, J&A proposes to charge a lump sum amount of \$3,600. Invoices shall be rendered monthly, based on our estimated percentage of completion.
- B. For Services described in Sections I-B above, **SCOPE OF SERVICES**, hourly not to exceed \$700.
- C. J&A will submit one invoice each month for professional services through this Agreement.

IV ACCEPTANCE

- A. This Agreement and the attached exhibits represent the entire understanding between us in regard to this project and may only be modified by the mutual consent of authorized parties. This offer will remain open for acceptance for 60 days. If the terms of this Agreement are acceptable to you, please sign and return one copy which will serve as our contract and authorization to proceed.

Very truly yours,

JOHNSON & ANDERSON, INC.



Gregory J. Gucwa, P.E.

Principal

Acknowledged and Accepted by:

HURON-CLINTON METROPOLITAN
AUTHORITY

Name: _____

Title: _____

Date: _____

EXHIBIT A
GENERAL PROVISIONS

PROJECT ASSIGNMENT

The PRINCIPAL wishes J&A to perform professional engineering services, to serve as PRINCIPAL's representative and to provide professional engineering consultation and advice for a professional fee in connection with the project described in the attached letter agreement.

LIMITATIONS ON THE OBLIGATIONS OF ENGINEER

The PRINCIPAL acknowledges and agrees that the ability of J&A to perform the services specifically described in the SCOPE OF SERVICES is contingent upon the timely availability of appropriate data and facilities and the cooperation of knowledgeable personnel, all of which are under the PRINCIPAL's control. Therefore, the PRINCIPAL covenants that it shall reasonably make available to J&A all requested data and facilities, and shall assure the cooperation of such personnel in timely fashion.

FORCE MAJEURE

Neither party shall be liable to the other in damage, claim, delay, or default arising by reason of Acts of God or other case or contingency beyond control of the party sought to be charged.

OPPORTUNITY TO CORRECT DEFAULT

In the event PRINCIPAL believes that J&A has failed to perform any obligation to PRINCIPAL under this Agreement, or that it has performed said obligations inadequately or improperly, it shall provide J&A with written notice detailing the nature of its complaints with specific references to those provisions of this Agreement which it believes have not been performed or have not properly or adequately been performed. J&A shall have Thirty (30) Days after its receipt of said written notice to correct such alleged deficiencies in its performance. Only in the event that J&A has not corrected said alleged deficiencies within said Thirty (30) Day period, and in no other event, shall PRINCIPAL have the right to give notice of default under this Agreement and/or terminate it for said cause(s) and for to claim damage for breach thereof.

ARBITRATION

Any claim or controversy arising out of or relevant to this Agreement, or the breach thereof, shall be settled by binding arbitration in Detroit, Michigan, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Upon a claim arising from any termination of this Agreement prior to completion of the work as described under SCOPE OF SERVICES, damages awarded to either party shall not exceed the fee or estimated fee as set forth under PROFESSIONAL FEE, or subject to this Paragraph, the arbitrator(s) shall also assess full costs of the proceedings against the losing party to the dispute, which costs shall include, but without limitation, all legal fees and other expenses of the prevailing party.

REUSE OF DOCUMENTS

All documents including Drawings and Specifications furnished by J&A pursuant to this Agreement are instruments of his services in respect to the Project. They are not intended or represented to be suitable for reuse by PRINCIPAL or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by J&A will be at PRINCIPAL's sole risk and without liability or legal exposure to J&A, and PRINCIPAL shall indemnify and hold harmless J&A from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle J&A to further compensation at rates to be agreed upon by PRINCIPAL and J&A.

PROJECT COST ESTIMATES

Opinions of probable construction cost, economic analysis of alternate solutions and O&M costs prepared by J&A are made on the basis of the qualifications and experience of J&A. It is recognized however that J&A has no control over the cost of labor, materials, or equipment furnished by others, accordingly, J&A does not guarantee that proposals, bids or actual costs will not vary from opinions or estimates submitted to PRINCIPAL by J&A hereunder.

PAYMENT TERMS

Unless otherwise stated in this agreement, invoices will be issued periodically for services rendered. Invoiced amounts are due upon receipt. Invoices not paid within 30 days are subject to a 1.5% per month late charge.

AUTHORITY OF PERSONS EXECUTING AGREEMENT

The person who has executed this document on behalf of the PRINCIPAL shall be an officer in the case of a corporation, a partner in the case of a partnership or the owner of PRINCIPAL or the agent authorized by resolution to bind the PRINCIPAL. This agreement shall not be effective until it has been countersigned by an authorized agent of J&A.

TERMINATION

This agreement is subject to termination by PRINCIPAL in accordance with **OPPORTUNITY TO CORRECT DEFAULT** or by J&A should the other fail to perform its obligations hereunder. In the event of termination, J&A shall be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination costs.

ASSIGNMENT OF CONTRACT

This agreement shall be binding upon the parties, their successors and assigns, provided, however, that neither party hereto shall assign this contract without written consent of both parties.

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

327 SEYMOUR
LANSING, MICHIGAN 48933(517) 371-2577
Fax (517) 482-8866
gmcarr@carrlawfirm.com

Mr. John E. LaBelle, Chairman
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058

May 6, 2015

Dear Chairman LaBelle:

After the catastrophic failure of Proposal 1 in yesterday's election everything in Lansing is now in "reset mode". Following the worst defeat of a ballot proposal in over 50 years the question for the Governor and Legislature is "What Now?". Broken down into the basics here is what they face:

State Budget With the current FY 2014-15 fiscal year budget in trouble the Legislature needs to begin repairs now that the projected additional revenues from Prop 1 have disappeared. Later this week a consensus revenue estimate will emerge with a report outlining what the state has to spend through the end of current fiscal year on September 30, 2015. Many were privately counting on the additional 4 months of increased Sales Tax revenues from Prop 1 to avoid additional budget cuts. With no new revenue, the current state budget may need serious surgery to get through the summer.

The FY 2015-15 currently under development is similarly impacted. While both the House and Senate have passed "placeholder" budgets the real work now begins. Without the Prop 1 revenues and the ongoing \$500+ million MEGA tax credits the new state budget faces significant problems.

The Roads Michigan's roads continue to crumble while the debate goes on. With no new road revenue the percentage of increased deficient roads and bridges continues on schedule. Unless the Legislature acts immediately with a "roads only" revenue package the 2015 summer construction season is effectively lost. Even if they pass a revenue increase by this fall it may not generate enough money to materially impact the 2016 construction season.

The "cut the budget and give it to the roads" crowd have little, if any, traction given the rough shape of current state revenues.

Unless the Legislature and Governor can quickly regroup and come up with a road funding solution this may well fester into the 2016 election season. From the initial analysis of the Prop 1 defeat, the solution needs the following minimum features:

1. 100% Roads only – People need to know that all new taxes and fees go 100% to roads and bridges.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Paul Muelle, Natural Resources and Environmental Compliance Manager
Subject: Lake St. Clair/St. Clair River Protection and Restoration Partnership
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Lake St. Clair/St. Clair River Protection and Restoration Partnership Agreement as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

Background: In July 2011, the Board approved entering into The Lake St. Clair/St. Clair River Protection and Restoration Partnership, which is a collaboration consisting of representatives of local, county, regional, state and federal agencies, and other non-governmental organizations and institutions. The Partnership is recognized by the U.S. Environmental Protection Agency (EPA), Army Corps of Engineers, Michigan Department of Environmental Quality (MDEQ), Michigan Department of Natural Resources (MDNR), Environment Canada and Ontario Ministry of Environment and Energy, as serving in the role of the U.S. Lake St. Clair Coordinating Committee. The role of the Coordinating Committee, as established in the St. Clair River/Lake St. Clair Comprehensive Management Plan, is to coordinate the protection and restoration of Lake St. Clair and its watershed.

In January 2015, a Lake St. Clair Cooperative Invasive Species Management Area (CISMA) was established within the boundary of the Lake St. Clair Watershed. The CISMA is a partnership-based management structure for controlling the introduction and movement of invasive species, such as invasive Phragmites, Black Swallow-wort, Japanese Knotweed, European Frogbit and Flowering Rush around the watershed. The Lake St. Clair CISMA is being developed within the management structure of the Lake St. Clair/St. Clair River Protection and Restoration Partnership and will coordinate with local, state and federal entities to manage invasive species. Because of this, the Partnership Agreement for the Lake St. Clair/St. Clair River Partnership must be updated to recognize the presence of the Lake St. Clair CISMA.

The Huron-Clinton Metroparks is a significant stakeholder in the Lake St. Clair watershed. Continued involvement with this Partnership will allow the Metroparks to seek funding for new restoration projects and join with other organizations in developing and implementing a strategic plan for safe water and abundant recreational opportunities throughout the Lake St. Clair watershed.

The following agencies and organizations have expressed interest in, or are currently participating in the partnership group:

- U.S. Environmental Protection Agency
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Geological Survey
- Michigan Department of Natural Resources and Environment
- Michigan Department of Environmental Quality
- Great Lakes Commission
- Southeast Michigan Council of Governments
- Macomb County Board of Commissioners
- Macomb County Health Department
- Office of the Macomb County Public Works Commissioner
- Macomb County Department of Planning and Economic Development
- Macomb County Prosecutors office
- Macomb County Water Quality Board
- Office of the Water Resources Commissioner of Oakland County
- St. Clair County Board of Commissioners
- St. Clair County Health Department
- St. Clair Metropolitan Planning Commission
- St. Clair County Drain Office
- City of Mount Clemens
- City of St. Clair Shores
- City of New Baltimore
- City of Port Huron
- Clay Township
- Ira Township
- Cottrellville Township
- Chesterfield Township
- Washington Township
- Shelby Township
- City of St. Clair
- City of Grosse Pointe Farms
- Clay Township
- Flynn Township
- St. Clair/Sanilac Conservation District
- Friends of the St. Clair River
- Michigan Nature Association
- Natural Resources Conservation Service
- Oakland University
- The Stewardship Network
- Harsens Island Homeowners Association
- Clinton River Watershed Council
- Six Rivers Regional Land Conservancy

**PARTNERSHIP AGREEMENT
FOR THE
LAKE ST. CLAIR/ST. CLAIR RIVER PROTECTION AND
RESTORATION PARTNERSHIP
AND
LAKE ST. CLAIR COOPERATIVE INVASIVE
SPECIES MANAGEMENT AREA**

PURPOSE:

The purpose of this partnering agreement is to implement the recommendations of the *St. Clair River and Lake St. Clair Comprehensive Management Plan* (Management Plan) by developing a collaborative management structure that enables the leveraging of resources for the restoration and protection of the St. Clair River and Lake St. Clair. These leveraged resources will be used to enhance our ability to secure federal funding, including funds allowed under law through the Water Resources Development Act of 2007, the Great Lakes Restoration Initiative and other sources of assistance.

MISSION:

The mission of the Partnership is to realize a healthy St Clair River and Lake St. Clair watershed by protecting, restoring and enhancing the natural resources of the system through cooperative management among governments, associations, business, educational institutions and individuals residing in the watersheds.

PARTNERSHIP:

The Lake St. Clair/St. Clair River Protection and Restoration Partnership is a voluntary collaboration consisting of representatives of local, county, regional, state and federal agencies, non-governmental organizations, property owners, associations, and academic institutions. Partners are encouraged to attend at least one Partnership meeting annually.

LAKE ST. CLAIR COOPERATIVE INVASIVE SPECIES MANAGEMENT AREA:

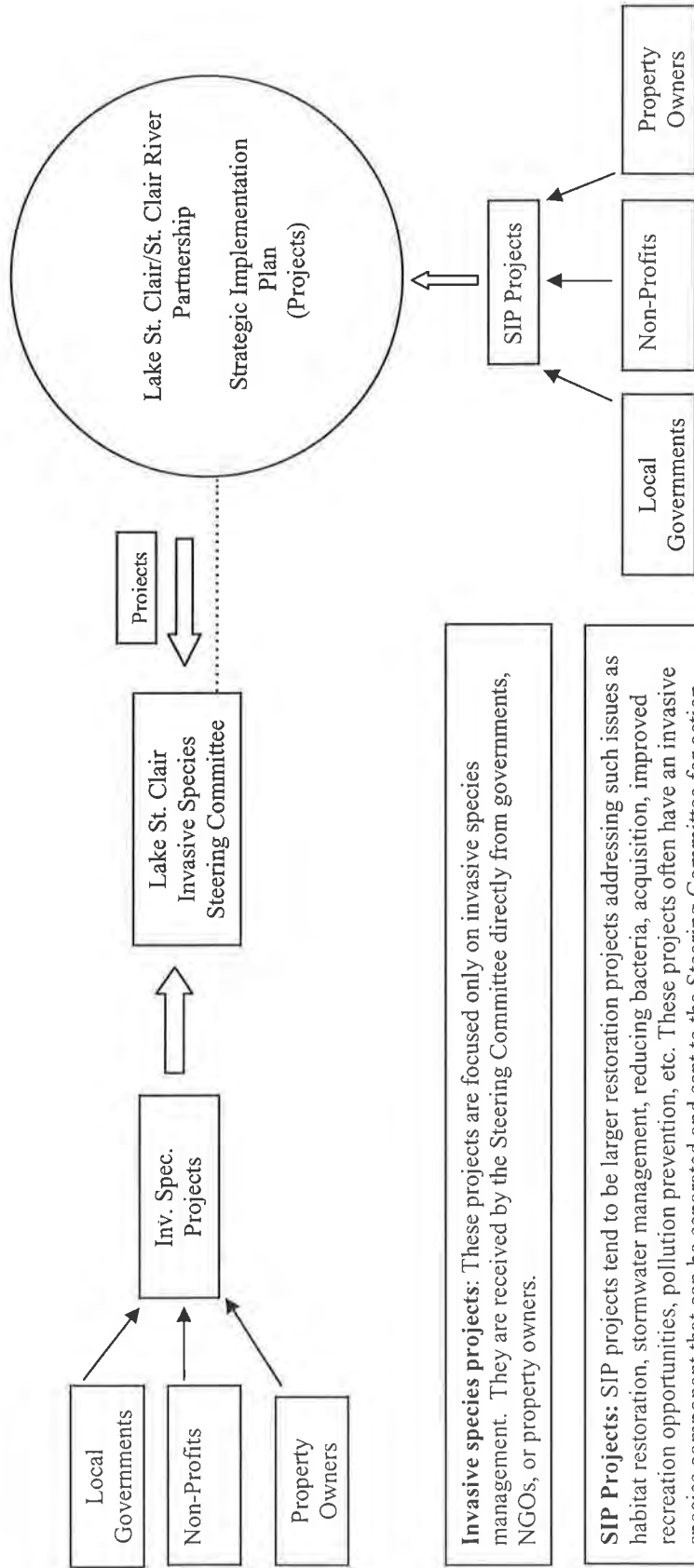
This voluntary partnership structure will, among other things, serve as the CISMA (Cooperative Invasive Species Management Area) for the Lake St. Clair watershed. The CISMA is established with the management structure of the Partnership. The CISMA will include the property and communities within the geographical boundary of the Lake St. Clair Watershed in Southeast Michigan. The Lake St. Clair CISMA will work to implement the recommendations in the Management Plan for managing the introduction and movement of invasive species around the watershed and beyond.

Signing this Partnership Agreement does not require the Partner to participate in activities of the CISMA. The CISMA is a voluntary component of the Partnership open to all partners with invasive species infestation issues.

INVASIVE SPECIES STEERING COMMITTEE:

The Lake St. Clair CISMA Steering Committee (the "Steering Committee") is established and shall consist of those members of the Partnership that are active in invasive species management.

Lake St Clair Cooperative Invasive Species Management Area Organizational Chart



Invasive species projects: These projects are focused only on invasive species management. They are received by the Steering Committee directly from governments, NGOs, or property owners.

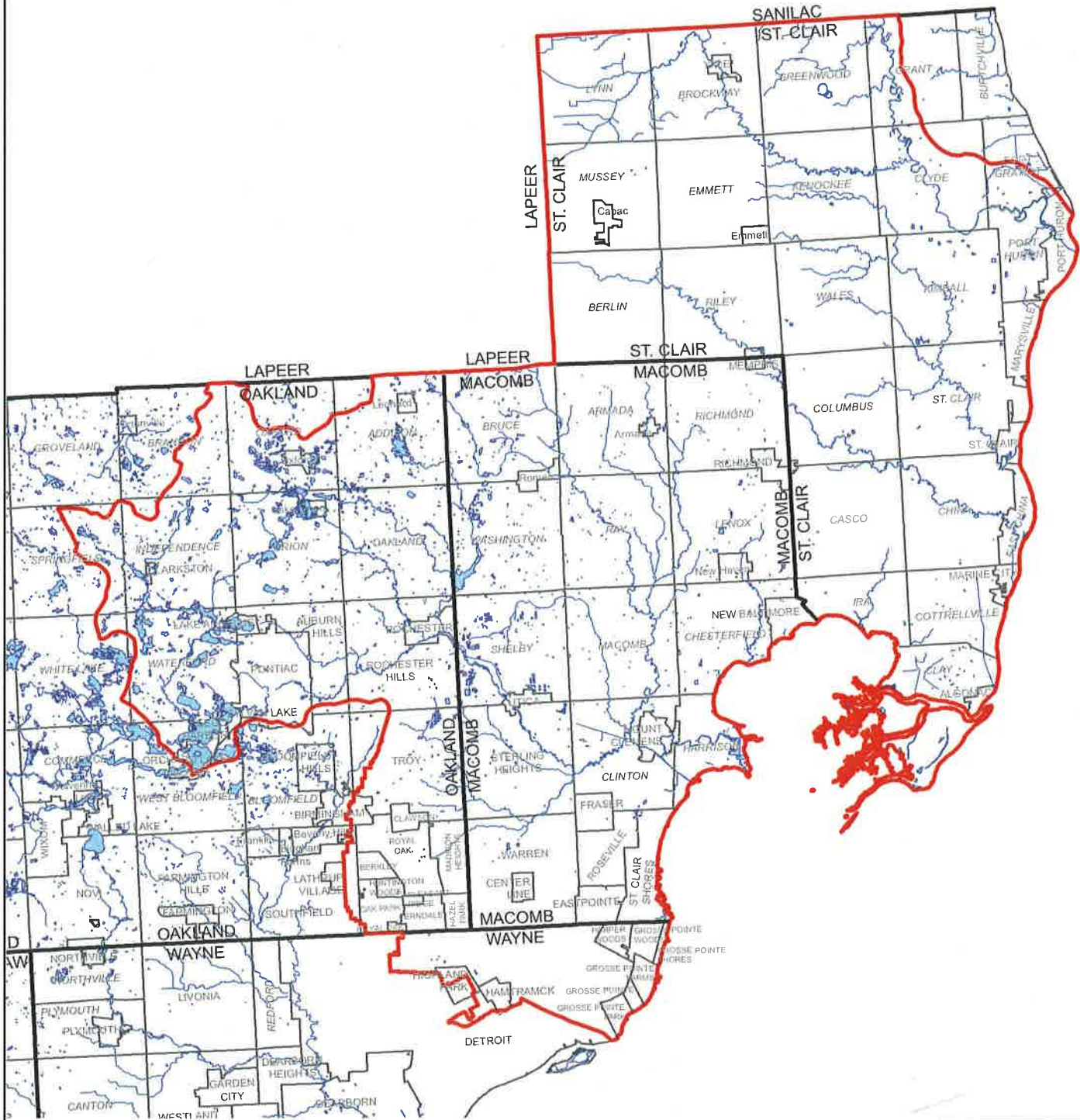
SIP Projects: SIP projects tend to be larger restoration projects addressing such issues as habitat restoration, stormwater management, reducing bacteria, acquisition, improved recreation opportunities, pollution prevention, etc. These projects often have an invasive species component that can be separated and sent to the Steering Committee for action.

Steering committee: Part of the Lake St. Clair Partnership management structure, the Steering Committee carries out the activities of the CISMA on behalf of the larger Partnership group.

Lake St. Clair/St. Clair River Partnership: A Partnership of 37 members representing local, state and federal agencies, non-governmental organizations, universities and business. The Partnership is charged with implementing the Lake St. Clair Management Plan through the development of the Strategic Implementation Plan (SIP).

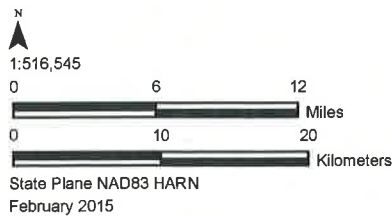
Lake St. Clair Drainage Area

Southeast Michigan



SEMCOG

Southeast Michigan Council of Governments
 1001 Woodward Avenue, Suite 1400, Detroit, Michigan 48226-1904
 Phone (313) 961-4266, Fax (313) 961-4869
 www.semco.org Copyright: SEMCOG, 2015



The Steering Committee serves as the CISMA management body and performs the invasive species management activities on behalf of the Partnership. Decisions of the Steering Committee – like that of the Partnership – are consensus-based – no votes are taken. Members of the CISMA will touch base with the Steering Committee at least once annually.

The Steering Committee shall:

- Develop a yearly action plan of invasive species management activities and annual report.
- Assist in the coordination and/or undertaking of the management actions identified in its invasive species management activities within the Lake St. Clair CISMA;
- Provide expertise and coordinate grant applications for the parties relative to areas within the CISMA;
- Develop invasive species public education, outreach and training activities;
- Encourage cooperative relationships and active participation by all parties to this Partnership Agreement; and
- Actively seek volunteers, cooperators and alternate funding sources critical to the management success of the Lake St. Clair CISMA.

PRIORITY AREAS:

The Partners intend to implement the recommendations of the Management Plan that address such issues as: Environmental Health of the Watershed, Habitat and Biodiversity, Human Health, Land Use, Fisheries, Recreational Boating and Commercial Navigation, and Monitoring. New implementation activities will focus on six priority planning areas of the management plan. Once re-formed, the Partnership will review the priority planning areas on an annual basis. Based on consensus, the priority areas will be revised and updated. The priority planning areas are:

- *Conserve and restore habitat:* Improving the quality of the St. Clair River, Lake St. Clair and their watersheds will require the presence of quality natural habitat for fish and wildlife. Protecting natural habitat creates opportunities for enhanced eco-tourism and recreational activities that generate employment opportunities as part of the new Blue Economy.
- *Stormwater management through retrofits:* Runoff from Southeast Michigan's existing impervious surfaces and agricultural sources contribute large pollutant loading of nutrients to Southeast Michigan's waterways including the St. Clair watersheds.
- *Identify and reduce sources of bacteria:* Bacteria from the intestines of humans or animals (such as *E coli*) are a recognized public health concern that often result in beach closings or the issuance of a TMDL (Total Maximum Daily Load) for a water body (i.e. lake, river, creek, drain, etc.). A TMDL for *E coli* brings increased federal or state regulation resulting in further local regulatory programming and expenses that will be borne by the communities that use the water body.
- *Use of technology in protecting and restoring the St. Clair River and Lake St. Clair:* Technology such as monitoring, modeling and observing systems provides a significant amount of information that can improve decision-making in the protection and restoration of the St. Clair River and Lake St. Clair.
- *Management of Phragmites and other invasive species:* There are 12,000 acres of Phragmites in the immediate vicinity of Lake St. Clair. Phragmites and other aggressive

invaders degrade numerous public values (e.g. property values, fish and wildlife populations, plant security, public safety, recreational opportunity) associated with private and public lands. This includes developing recreational, eco-tourism and water-based industrial opportunities. High quality ecological sites provide opportunities that both enhance the quality of life and improve economic conditions of local residents and businesses.

- *Enhance public use of the St. Clair Watershed:* New recreation and ecotourism opportunities that generate interest of the local residents and tourists from afar in the St. Clair River and Lake St. Clair and its watershed will be part of this changing economic pattern. This shift to a blue economy will be characterized by increased access to the St. Clair River, Lake St. Clair and its tributaries for recreational opportunities. A public that has access to, and uses the resource will engage in its protection.

BENEFITS TO THE PARTNERS

The Partners agree that the following represents benefits to the members and the resource:

1. Scarce fiscal resources are focused on projects with greatest value added on protecting and restoring the St. Clair watersheds;
2. The probability of securing funding and successful project implementation are enhanced;
3. There is a culture of collaboration and inclusiveness on what is best for the watershed;
4. Partners play a role in determining plan and project priorities;
5. The Partnership serves as a one-stop-shop for identifying and managing priorities of the management plan;
6. An integrated Partnership structure permits a member to pursue multiple priorities (i.e. invasive species, habitat protection and restoration, stormwater management, and improved recreational opportunities) at once;
7. The Partnership will provide input to funders and Congressional delegates on implementation funding capabilities;
8. Assist in meeting goals of the Great Lakes Water Quality Agreement, including water safe for drinking and swimming, while providing abundant fish and wildlife safe for consumption.
9. Opportunity to participate in Cooperative Invasive Species Management Areas..

INTENT OF SIGNATORY PARTIES

By signing this Agreement parties voluntarily intend to participate in the partnership process and work to implement the Management Plan's priorities and stated outcomes of the Strategic Implementation Plan through the following activities:

- Participating in planning and implementation activities,
- Assisting in developing and implementing the Strategic Implementation Plan,
- Providing technical expertise when appropriate,
- Promoting the Partnership to others within the community or organization, and
- Supporting projects that benefit the St. Clair River and Lake St. Clair watersheds.

NON-BINDING DOCUMENT

It is understood and agreed by the undersigned that nothing in this Partnership Agreement obligates any signatory to: expend resources either now or in the future, enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations. This

Agreement does not limit, or in any way restrict, the statutory or contractual obligations of the signatories in carrying out their private and/or public responsibilities.

THE PARTNERING AGREEMENT

Progress in achieving the intent and purpose of the Partnering Agreement will be reviewed annually. Any party may terminate their participation in the Agreement through written notice to the Partnership.

Name/Title _____ Date _____
Representing _____

Name/Title _____ Date _____
Representing _____

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Name/Title _____ Date _____
Representing _____



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Paul Muelle, Natural Resources and Environmental Compliance Manager
Subject: Resolution - MNRTF Project Agreement for Stony Creek Metropark Boat Launch Redevelopment
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners approve the Resolution for the MNRTF Project and authorize staff to execute the Project Agreement as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

Background: In February 2014, the Board authorized staff to apply for a Trust Fund grant to assist with the redevelopment of the Stony Creek Metropark Boat Launch area, which will include replacing the aging piers and constructing a universally accessible canoe/kayak launch. This work represents phase one of a multiple phase project to make improvements to this popular launch facility. The MNRTF Board of Trustees recommended this project be awarded grant funding.

Future work will include replacement of the restroom building, relocation of the boat storage area and related landscaping and incidental improvements. The cost of the project is estimated to be \$280,000. The local match will be \$230,000 and represents 82 percent of the project cost.

In order to accept the Trust Fund grant, a Project Agreement executed between the Authority and the Michigan Department of Natural Resources must be approved and accompanied by a Resolution from the HCMA Board accepting said Agreement.

**Attachments: Resolution Approving the MNRTF Project Agreement
Stony Creek Boat Launch Redevelopment Graphic
MNRTF Project Agreement TF14-0127**

RESOLUTION

WHEREAS, the Michigan Department of Natural Resources (DEPARTMENT) has the authority to issue grants to local units of government for the development of land for resource protection and outdoor public recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the Huron-Clinton Metropolitan Authority has been awarded a development assistance grant by the DEPARTMENT's Michigan Natural Resources Trust Fund (MNRTF) for the purposes of redeveloping the boat launch area at Stony Creek Metropark, Shelby Township, Macomb County, MI; and

WHEREAS, the Huron-Clinton Metropolitan Authority desires to accept this grant by accepting the terms and conditions of a Project Agreement between the Authority and the DEPARTMENT for Project Number TF14-0127 and entitled "Stony Creek Boat Launch Redevelopment;" and

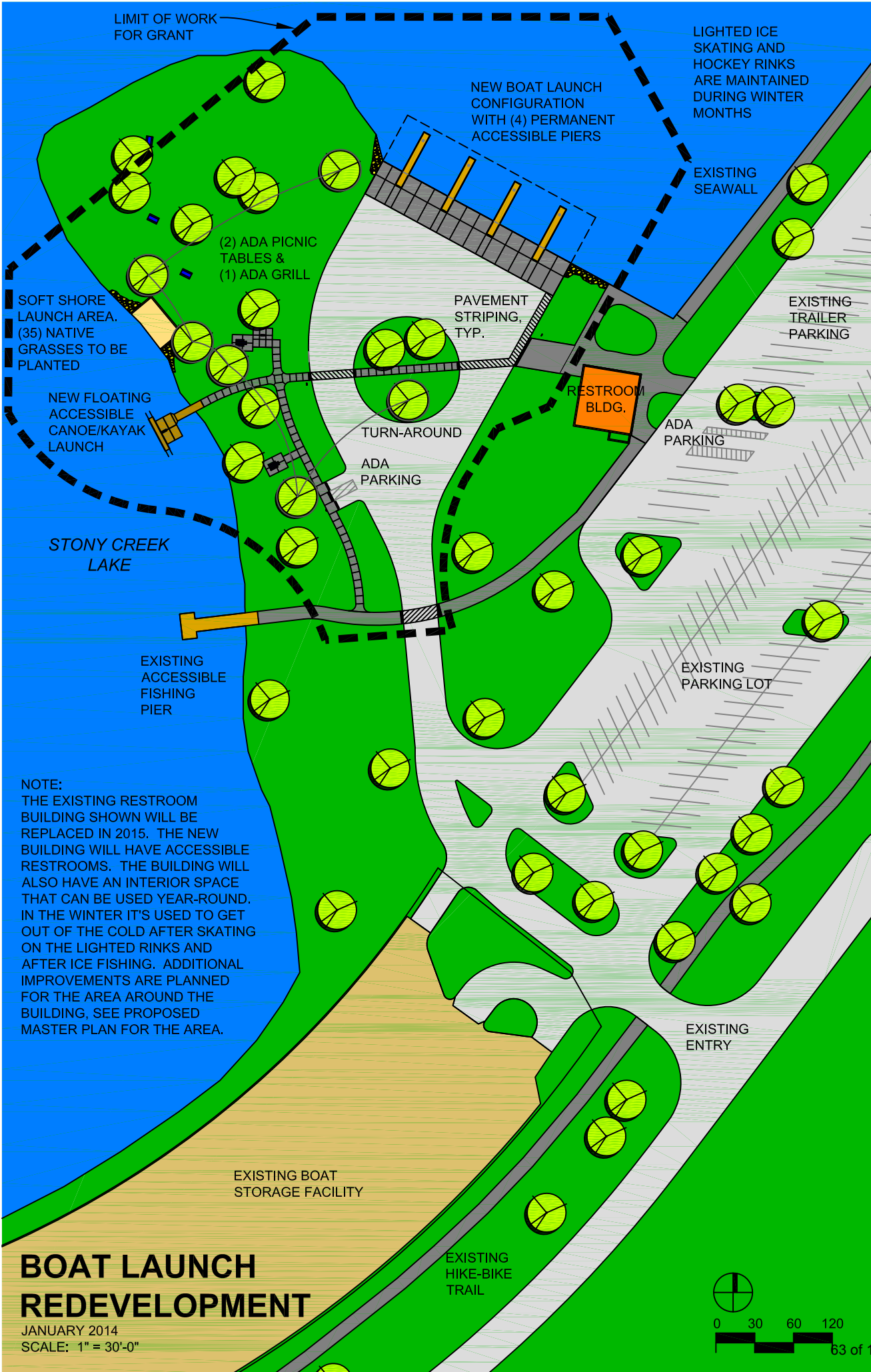
WHEREAS, the proposed development is in accordance with the application for grant assistance approved by the Board of Commissioners of the Huron-Clinton Metropolitan Authority at their regular meeting of Thursday, February 13, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Huron-Clinton Metropolitan Authority does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Authority does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide two hundred thirty thousand (\$230,000) dollars representing approximately 82% of the total cost to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To regulate the use of the property developed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, May 14, 2015.

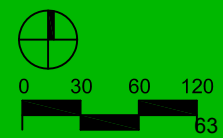
By: George Phifer, Director



NOTE:
 THE EXISTING RESTROOM BUILDING SHOWN WILL BE REPLACED IN 2015. THE NEW BUILDING WILL HAVE ACCESSIBLE RESTROOMS. THE BUILDING WILL ALSO HAVE AN INTERIOR SPACE THAT CAN BE USED YEAR-ROUND. IN THE WINTER IT'S USED TO GET OUT OF THE COLD AFTER SKATING ON THE LIGHTED RINKS AND AFTER ICE FISHING. ADDITIONAL IMPROVEMENTS ARE PLANNED FOR THE AREA AROUND THE BUILDING, SEE PROPOSED MASTER PLAN FOR THE AREA.

BOAT LAUNCH REDEVELOPMENT

JANUARY 2014
 SCALE: 1" = 30'-0"





Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

Project Number : TF14-0127

Project Title : Stony Creek Boat Launch Redevelopment

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the Huron-Clinton Metropolitan Authority IN THE COUNTY OF Livingston County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 7 of 2015, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **05/31/2015**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF14-0127** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **04/01/2015 through 03/31/2017**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
 - Pathway - 6' - 8' wide
 - Landscaping
 - Boating Launch or Ramp
 - Signage
 - Lighting
 - Access Road
 - Canoe/Kayak Launch or ramp
 - Picnic Table
 - Grill

Demolition

6. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money equal to **Eighteen (18%) Percent of Two Hundred Eighty Thousand (\$280,000.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Fifty Thousand (\$50,000.00) dollars and Zero Cents**.
 - b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Eighteen (18%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.
7. The GRANTEE agrees as follows:
 - a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Thirty Thousand (\$230,000.00) dollars and Zero Cents** in local match. This sum represents **Eighty-Two(82%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
 - b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
 - c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of

this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2015** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **06/30/2017**. If the GRANTEE fails to submit a complete final request for reimbursement by **06/30/2017**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other

than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or

- b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
- a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By: _____

1) _____

Print Name: _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

38-6005602

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

WITNESSED BY:

By: _____
Steve DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B

BOUNDARY MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION TF14-0127

(incorporated herein by reference)

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held

_____.

Signature

Title

Date



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 504-15-1094
 Project Title: West Entrance Road Reconstruction
 Project Type: Capital Improvement
 Location: Kensington Metropark, Oakland County
 Date: May 6, 2015

Bids Opened: April 21, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 504-15-1094 to the low responsive, responsible bidder, Ajax Paving Co., in the amount of \$369,917 and (2) approve the transfer of \$50,000 from Capital Fund Balance to the Kensington Capital Account to cover the difference between the bid and work order amount as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is \$50,000 over budget. The overage is due to more extensive reconstruction than originally budgeted. The original budget included a section of roadway to receive an overlay of asphalt, however, after this winter, the section is failing and needs to be reconstructed.

Scope of Work: The Project includes the approximately 0.67 miles of road reconstruction including 12,000 square-yard of crushing and shaping, 6,500 feet of trenching, 20 cubic-yards of earth excavation, 1,205 lineal-feet of concrete curbing, aggregate base material, shoulder reconstruction, four-inch thick of asphalt pavement surfacing and site restoration.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Ajax Paving Industries, Inc.	Troy	\$369,917.00
Al's Asphalt Paving	Taylor	\$389,825.00
Cadillac Asphalt, LLC	Wixom	\$392,014.00
Asphalt Specialists, Inc.	Pontiac	\$427,651.75
Nagle Paving Company	Novi	\$427,783.60
Pavex Corporation	Trenton	\$434,867.52
Florence Cement Co.	Shelby Twp.	\$434,987.50
Pro-Line Asphalt Paving Corporation	Washington	\$441,494.45

Budget Amount for Contract Services and Administration West Main Park Road Reconstruction	\$350,000.00
Work Order Amount Contract Amount-Ajax Paving Co.	\$369,917.00
Contract Administration	<u>\$ 30,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$400,000.00

This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, MITN, Reed Construction Data, Construction News Corporation, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Paul Muelle, Natural Resources and Environmental Compliance Manager
Subject: Resolution - MNRTF Project Agreement for Property Acquisition
Location: Hudson Mills Metropark, Washtenaw County
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners approve the attached Resolution and authorize staff to execute the Michigan Natural Resources Trust Fund Project Agreement as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

Background: In February 2014, the Board authorized staff to apply for a Trust Fund grant to assist with the acquisition of vacant property along the Huron River that is surrounded by Metropark property at Hudson Mills Metropark. The MNRTF Board of Trustees recommended this project be awarded grant funding.

The property acquisition consists of a 1.12-acre parcel with frontage on Dexter-Pinckney Road. In the spirit of cooperation with Washtenaw County Parks and Recreation Commission, and in support of their goals to construct the 35-mile Border-to-Border Trail (B2B Trail) which would be a paved, non-motorized trail across the county from the northwest border to the eastern border of the county, Metroparks is interested in the acquisition. The acquisition of the subject parcel will fill a gap in ownership by the Metroparks. In addition, if owned by the Metroparks, the trail could traverse it.

In 2014, HCMA received a Broker Price Opinion (BPO), which estimates the value of the property to be approximately \$150,000, \$75,000 (50 percent) of which would be a local cost share. No written offer or commitment to purchase the property can occur until after the MDNR gives written approval following a complete appraisal in accordance with standards established by the MDNR to determine the fair market value of the property.

In order to accept the Trust Fund grant, a Project Agreement executed between the Authority and the Michigan Department of Natural Resources must be approved and accompanied by a Resolution from the HCMA Board accepting said Agreement.

Attachments: **Resolution Approving MNRTF Project Agreement**
MNRTF Project Agreement for TF14-0129
Parcel Map
Border-to-Border Trail Overview Map

RESOLUTION

WHEREAS, the Michigan Department of Natural Resources (DEPARTMENT) has the authority to issue grants to local units of government for the acquisition of land for resource protection and outdoor public recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the Huron-Clinton Metropolitan Authority has been awarded a land acquisition assistance grant by the DEPARTMENT's Michigan Natural Resources Trust Fund (MNRTF) for the purposes of a land purchase at Hudson Mills Metropark, Village of Dexter, Washtenaw County, MI; and

WHEREAS, the Huron-Clinton Metropolitan Authority desires to accept this grant by accepting the terms and conditions of a Project Agreement between the Authority and the DEPARTMENT for Project Number TF14-0129 and entitled "Hudson Mills Metropark Property Acquisition (Acquisition)"; and

WHEREAS, the proposed Acquisition is in accordance with the application for grant assistance approved by the Board of Commissioners of the Huron-Clinton Metropolitan Authority at their regular meeting of Thursday, February 13, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Huron-Clinton Metropolitan Authority does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Authority does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide seventy five thousand (\$75,000) dollars representing approximately 50% of the total cost to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, May 14, 2015.

By: George Phifer, Director



MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT

Project Number: TF14-0129

Project Title: Hudson Mills Metropark Property Acquisition

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and **Huron-Clinton Metropolitan Authority IN THE COUNTY OF Livingston County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA 7 of 2015, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **05/31/2015**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF14-0129** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion 04/01/2015 through **03/31/2017**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The grant herein provided is for the acquisition by the GRANTEE of **1.12 acres of land in Fee Simple title** free of all liens and encumbrances, situated and being in the city/village/township of **Dexter**, in the County of **Washtenaw, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **general recreation and trail purposes, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the

conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) percent** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Seventy-Five Thousand (\$75,000.00) dollars**.
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Fifty (50%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. **FOR REIMBURSEMENT PROJECTS:**

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

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- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
 - ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
 - iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
 - iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
 - v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Seventy-Five Thousand (\$75,000.00) dollars** as local match to this project. This sum represents **Fifty (50%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.

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- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
 - c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
 - d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
 - e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
 - f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
 - g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
 - h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
 - i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
 - j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
 - k. To complete acquisition of the entire project area before **06/30/2017**. Failure to acquire the project area by **06/30/2017** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
 - l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be

released upon satisfactory audit review and approval by the DEPARTMENT.

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the

DEPARTMENT might reasonably require.

- v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

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- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall

usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and the Recreation Passport Grant Program and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Seek specific performance of the Agreement terms. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money

furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

- a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.

Required - Please choose one

Acquisition Closing Option Desired:

- This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- This project will be completed utilizing an escrow closing process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

Approved by resolution (true copy attached) of the _____,
date _____
_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Print Name: _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

38-6005602 _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Steve DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

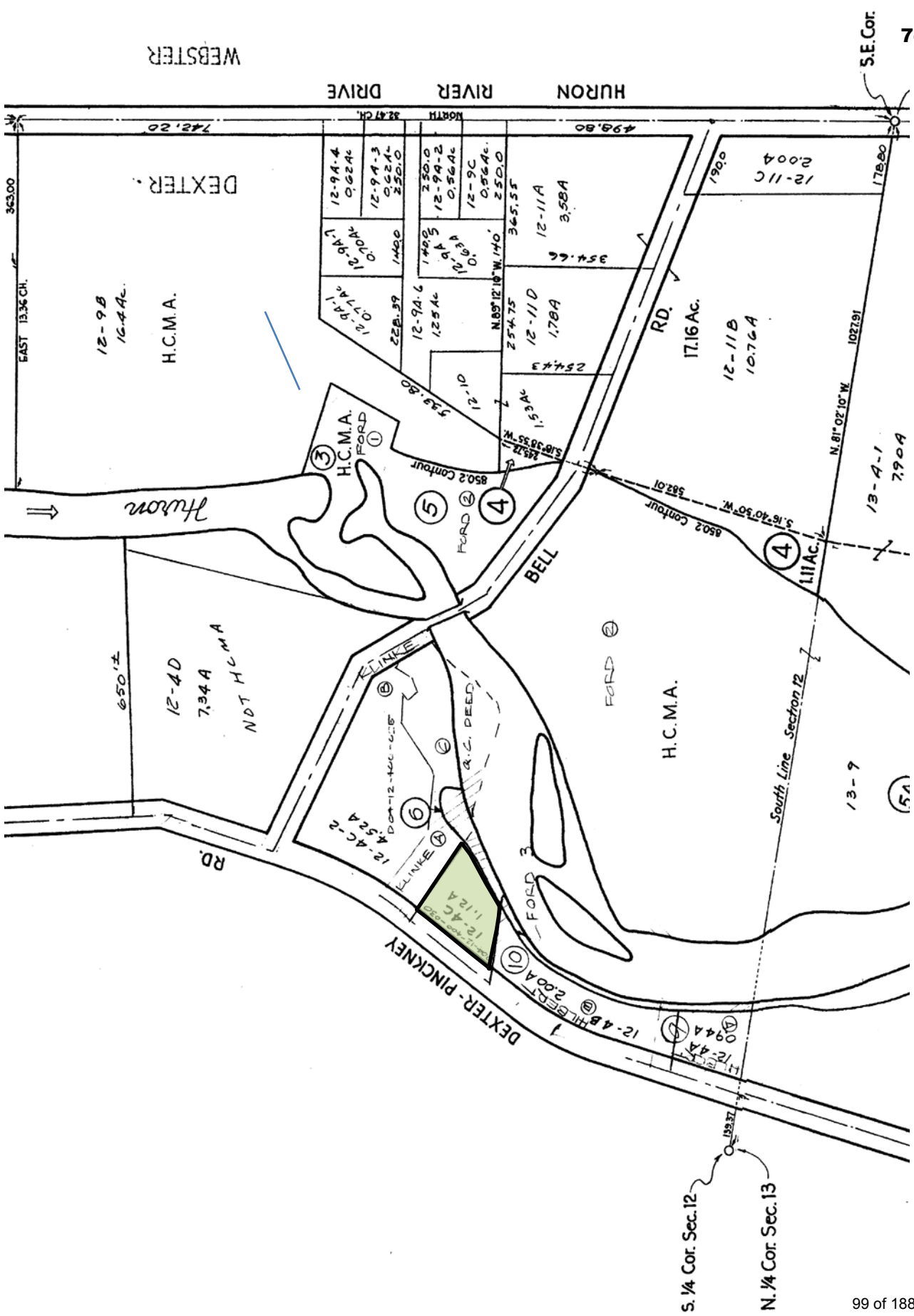
APPENDIX B

Boundary MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION TF14-0129

(Incorporated herein by reference)



WEBSTER

HURON RIVER DRIVE

S.E. Cor.

EAST 13.36 CH. 3623.00

DEXTER.

12-9B
16.44 ac.
H.C.M.A.

Huron

H.C.M.A. FORD

12-4D
7.34 ac
NDT H.C.M.A.

BELL RD.

H.C.M.A.

DEXTER-PINGKNEY RD.

S. 1/4 Cor. Sec. 12
N. 1/4 Cor. Sec. 13

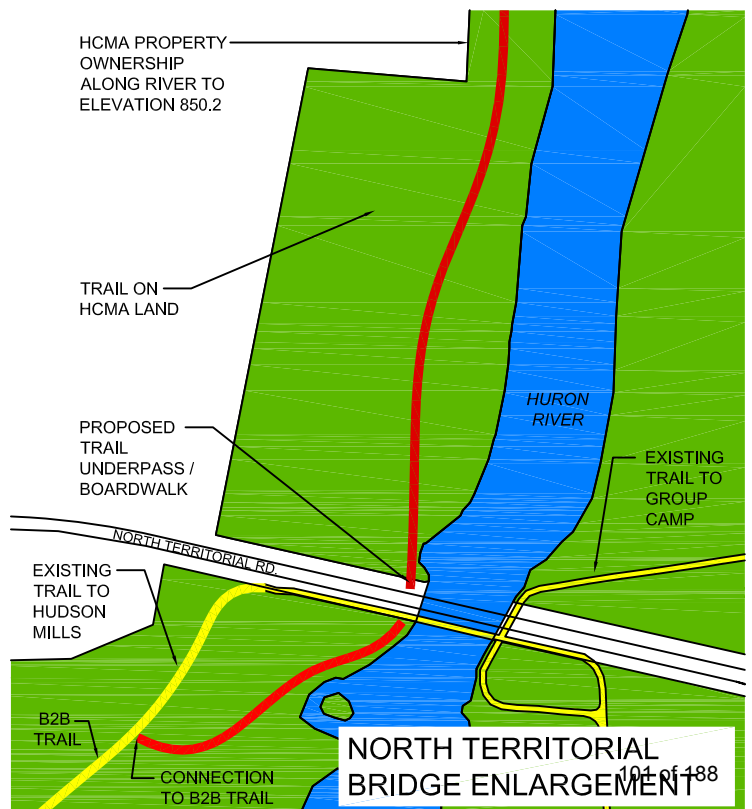
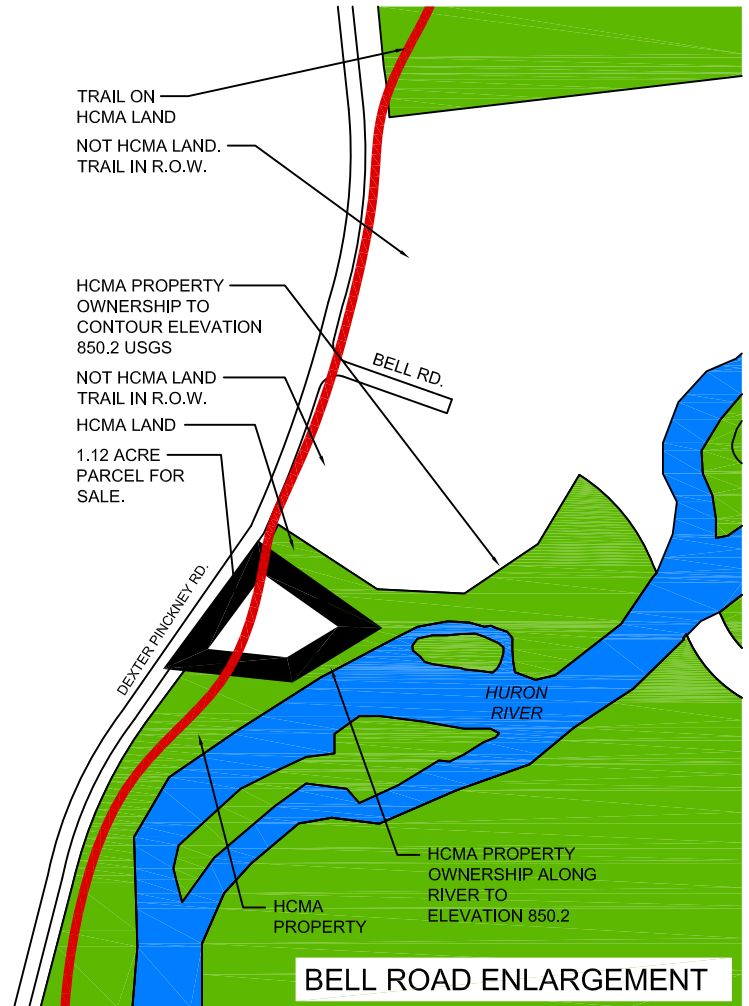
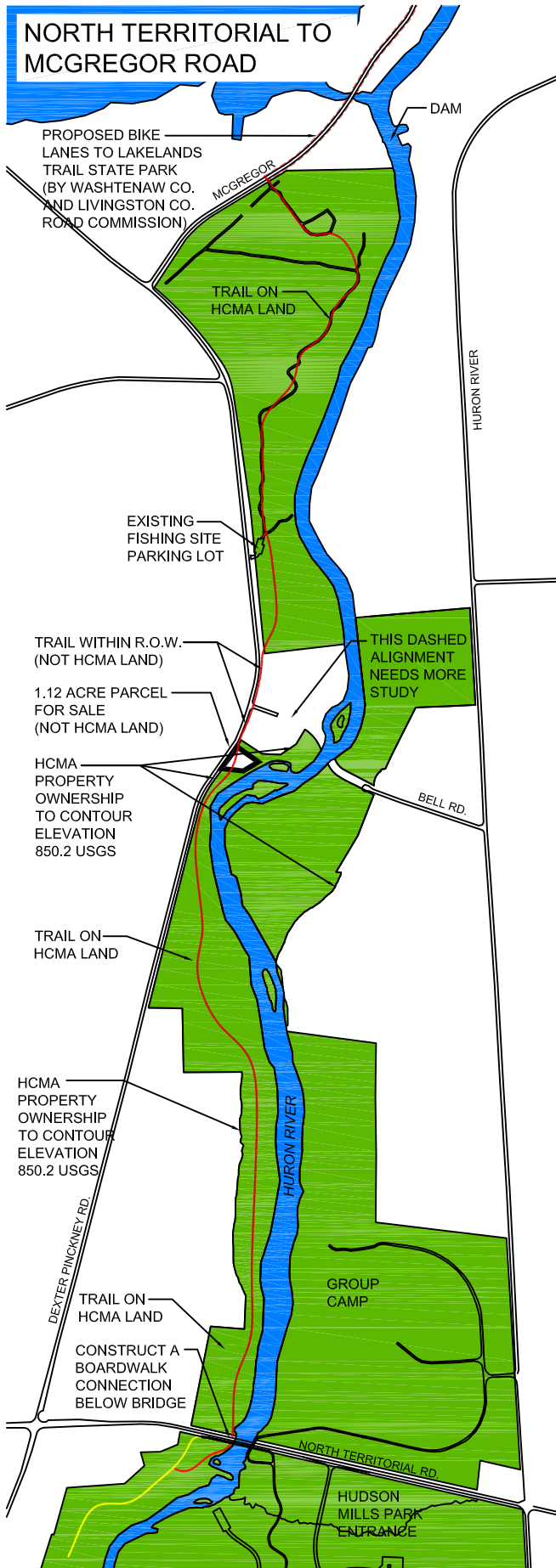
PARCEL FOR SALE - 1.12 ACRES

WASHTENAW COUNTY BORDER TO BORDER TRAIL

7-D-1-d

NORTH TERRITORIAL TO MCGREGOR STUDY

APRIL 28, 2015





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Claremont Development Easement
Location: Oakwoods Metropark, Wayne County
Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the sanitary sewer easement request from DRG-Huron for a residential development in Huron Township to connect to the South Huron Valley Utility Authority (SHVUA) interceptor sewer which runs through Oakwoods Metropark recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: Associated fees to HCMA

Background: DPG-Huron, L.L.C. of Bloomfield Hills is planning a residential development adjacent to Oakwoods Metropark. Their proposed development will be located south of Oakwoods', east of Romine Road and north of Will Carlton Road. DPG-Huron has requested that the Authority grant a permanent easement to the township and a temporary construction easement to DPG-Huron for the construction of a sanitary sewer across Authority property to serve the development. The proposed easement, along with survey and property description, is attached.

The proposed permanent sanitary sewer easement will be 40-feet wide and approximately 161-feet in length, extending from DPG-Huron's northern property line to the South Huron Valley Utility Authority (SHVUA) interceptor sewer, which runs through Oakwoods Metropark.

The Authority has granted approval for similar easements in the past, most recently Romine development (July 13, 2006) near Oakwoods, (July 14, 2005) to Van Buren Township in support of the Landmarc Development near Lower Huron Metropark, and to Huron Township for the Grant Perry development near Oakwoods (July 8, 2004). Normally the Authority requires, as a condition of granting easements, that: (1) the developer pay a fee to cover Authority administrative costs; and (2) the Authority reserves the right to tap into the sanitary sewer within the easement without tapping fees.

Miller Canfield has reviewed the agreement.

Attachment: Easement Agreement
Drawing and Description of Easement

EASEMENT AGREEMENT FOR SANITARY SEWER

THIS AGREEMENT made this ____ day of _____, 2015, by and between the **HURON-CLINTON METROPOLITAN AUTHORITY** (“Authority”), a Public Body Corporate of the State of Michigan, 13000 High Ridge Drive, Brighton, MI 48114 and **DPG-HURON LLC**, a Michigan Limited Liability Company, (“DPG”), 1668 S. Telegraph Rd., Suite 200, Bloomfield Hills, Michigan 48302, and **CHARTER TOWNSHIP OF HURON**, a Michigan charter township (“Township”), a Michigan Municipal Corporation, 22950 Huron River Drive, New Boston, MI 48164-9791:

RECITALS

WHEREAS, the Authority is the owner of certain real property commonly known as Oakwoods Metropark located in the Charter Township of Huron (“Township”), County of Wayne, State of Michigan, which is more particularly described on Exhibit A; and

WHEREAS, DPG is owner of real property west of Oakwoods Metropark and obtained Conceptual Site Plan Approval from the Township at its regular meeting of _____, 2015 for DPG’s proposed Claremont West residential development; and,

WHEREAS, DPG has requested permission from the Authority to construct a public sanitary sewer system on a portion of the real property within the Oakwoods Metropark, as more particularly described herein; and,

WHEREAS, DPG intends to submit plans to the South Huron Valley Utility Authority (“SHVUA”) and the Township for a public sanitary sewer to connect to the SHVUA interceptor sewer to be constructed within the Easement area granted herein by the Authority on a portion of real property within the Oakwoods Metropark as more particularly described herein;

NOW THEREFORE, upon the consideration provided herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Permanent Easement. For good and valuable consideration, the Authority hereby grants to the Township, its successors and assigns, a 40-foot wide Permanent Easement (“Easement”) for the installation, use, maintenance, repair and replacement of a public sanitary sewer line in, on, over, under and through a parcel of land in Oakwoods Metropark situated and described as follows, to wit:

See Attached Exhibit B – “Easement Area”

Including the right of access to go over and upon the land of the Authority for the purpose of installing, repairing and maintaining said public sanitary sewer. The granting of this Easement does not vest in the Township the authority to use any portion of the land for purposes other than herein designated. However, the Authority shall allow Township maintenance vehicle access into Oakwoods Metropark on an as-needed basis by the Township for emergencies and on a mutually agreeable basis for routine maintenance.

2. The Authority hereby grants to DPG a 20 foot wide Temporary Construction Easement over, across and through the area identified and described on Exhibit B for the purpose of installing the sanitary sewer line identified in Paragraph 1 above.

3. DPG shall be responsible for installing the sanitary sewer line. DPG agrees to comply with all Township ordinances, rules, regulations and policies applicable to the matters addressed in this Agreement including obtaining Township design and construction approvals and bonding requirements.
4. In the use of the Easement, DPG in connection with the installation of the sewer line, and the Township in connection with the operation, maintenance and repair of the sanitary sewer line following the completion of the sewer line and its acceptance by the Township, shall take all reasonable steps to minimize any inconvenience to the use or operation of the Authority's property (i.e. Oakwoods Metropark). Accordingly, except in the case of an emergency, prior to the commencement of any construction, maintenance, repair or replacement of the public sanitary sewer connection, DPG or Township, as the case may be, and/or their assigns, shall provide the Authority with at least five (5) business days' written notice to the Director of the Authority indicating the work to be undertaken pursuant to the Easement rights granted herein. DPG and/or the Township, as the case may be, and any contractor performing work within the Easement Areas shall be liable for any Loss caused by such party associated with construction, maintenance, repair or replacement of the sanitary sewer connection. A "Loss" is defined as an amount or amounts that DPG, the Township, their respective successor and assigns, are legally responsible to any third party for, and can arise from bodily injury, property damage or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes, incidental, direct and consequential damages (if available). Any construction, maintenance, repair or replacement of the sanitary sewer shall be accomplished in such a manner that any improvements existing within the Easement Area shall not be disturbed or damaged, or in the event they are disturbed or damaged, such shall be restored or replaced in as good a condition as they were immediately before the property was entered upon by DPG and/or the Township, their respective successor or assigns.
5. DPG agrees to indemnify and hold the Authority, its officers, agents, representatives, servants, employees, boards, commissioners and appointed officials, harmless for any and all losses, damages, injuries to persons and/ or property, claims, costs, expenses and actual attorney fees, causes of action or other liabilities arising from the exercise by DPG of its rights or the performance by DPG of its obligations under this Agreement. DPG agrees to provide the Authority with certificates of insurance in form and coverages reasonably acceptable to the Authority. Certificates of insurance shall name the Authority as additional insured.
6. The Authority reserves the right to tap into said public sanitary sewer within the described Permanent Easement without charge or connection fee, if permitted by the Township.
7. DPG shall, in consideration of the Authority granting to DPG and the Township the Easements described herein, pay to the Authority a fee of \$36.00 per lineal foot for a total fee of \$5,773.00 to be paid prior to the start of construction of the sewer line.
8. The Easements granted herein are non-exclusive; the Authority shall retain the right to use and enjoy the above-described premises, including the right to use the surface of said Easement and grant additional easements, provided such use does not interfere with the operation, repair, inspection, maintenance or replacement of the public sanitary sewer.
9. The Easements granted herein and the covenants and restrictions contained in this Agreement shall constitute easements, covenants and restrictions running with and binding on the property described herein. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. The Permanent Easement shall terminate upon the following, whichever occurs first:
- a. upon two years from the Agreement's execution date, should construction of the sanitary sewer not been commenced;
 - b. at such time as the sanitary sewer is abandoned or otherwise not used for the purposes set forth herein;
 - c. The easement is released or abandoned by the Township.

The Authority, DPG and the Township have caused these presents to be signed on the day and year first above written.

HURON-CLINTON METROPOLITAN AUTHORITY
A Public Body Corporate,

John E. La Belle, Chairman

Robert Marans, Secretary

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by John La Belle, Chairman, and Robert Marans, Secretary, of the Huron-Clinton Metropolitan Authority.

Notary Public, _____ County, MI
Acting in _____ County, MI
My Commission expires:

CHARTER TOWNSHIP OF HURON, a
Michigan Charter Township

David A. Glaab, Supervisor

Kathleen Van Wasshnova, Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by David A. Glaab, Supervisor, and Kathleen Van Wasshnova, Clerk, of the Charter Township of Huron.

Notary Public, _____ County, MI
Acting in _____, MI
My Commission expires:

DPG-HURON LLC, a
Michigan Limited Liability Company

Print Name and Title

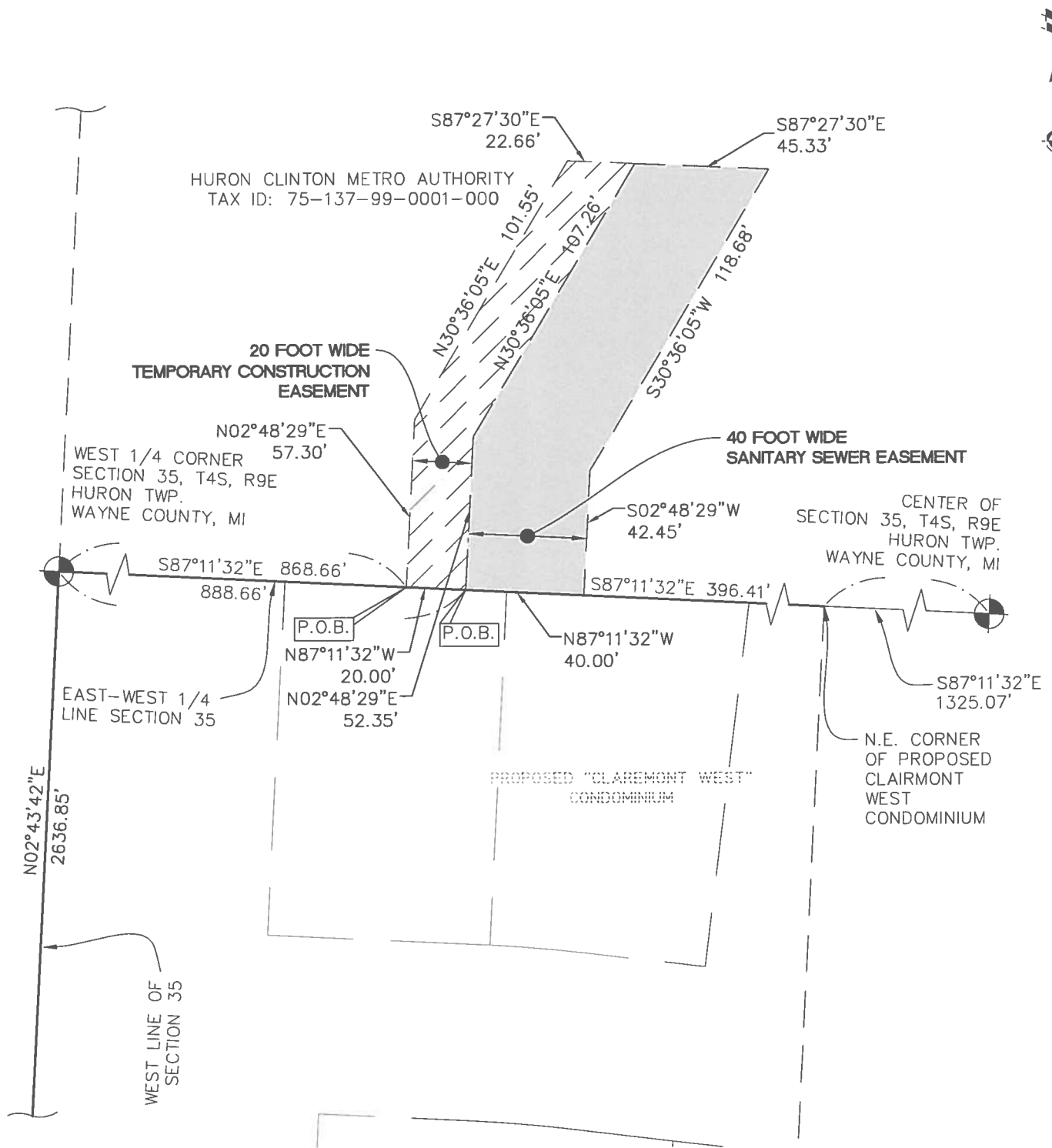
STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of the DPG-Huron LLC.

Notary Public, _____ County, MI
Acting in _____, MI
My Commission expires:

When recorded return to:

Huron Township Clerk
Huron Township Hall
22950 Huron River Drive
New Boston, MI 48164



LEGEND	
	SECTION CORNER
	PLACE OF BEGINNING
	LINE CONTINUES
	PROPOSED EASEMENT

CLIENT PINNACLE HOMES	JOB: 300797/12002157	CAD 300797EA-02
	DR. TRP	CH. LMD
SKETCH & DESCRIPTION OF A 40 FOOT WIDE SANITARY SEWER EASEMENT & A 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN	BOOK	PG.
	SHEET 1 OF 3	DATE: 03-21-2014
SECTION 35 TOWN 4 SOUTH, RANGE 9 EAST HURON TOWNSHIP WAYNE COUNTY, MI	FILE CODE: EA-02	
SCALE: 1 INCH = 50 FEET		

ATWELL
866.850.4200 | www.atwellgroup.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.441.2000

Land Development & Real Estate
Power & Energy
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources


05/21/14-REV. SAN EASE (JTL)
05/28/14-REV. SAN EASE (TRP)

EXHIBIT A

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 35 AND THE SOUTHEAST 1/4 OF SECTION 26, TOWN 4 SOUTH, RANGE 9 EAST, HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN(PER TAX DESCRIPTION FOR PARCEL WITH TAX ID 75-137-99-0001-000)

PT OF THE NE 1/4 SEC 35 AND SE 1/4 SEC 26 T4S R9E DESC AS BEG AT E 1/4 COR SEC 35 TH N0DEG 26M 55S W 1433.45 FT TH N39DEG 36M 45S W 1651.18FT TH N80DEG 45M 20S W 935.91FT TH S74DEG 47M W 639.10FT TH S1DEG 25M E 77.98FT TH N89DEG 44M 50S E 1226.50FT TH S0DEG 26M 51S E 2713.83FT TH N89DEG 35M 40S E 1055.05FT TO POB ALSO W 1224.96FT OF NE 1/4 SEC 35 ALSO NW 1/4 SEC 35 313.00 AC

**EASEMENT ONLY AFFECTS PART OF TAX ID 75-137-99-0001-000 ABOVE, BEING THE "NW 1/4 OF SECTION 35".

CLIENT PINNACLE HOMES	JOB: 300797/12002157	CAD 300797EA-02
	DR. TRP	CH. LMD
	BOOK	PG.
	SHEET 2 OF 3	DATE: 03-21-2014
SKETCH & DESCRIPTION OF A 40 FOOT WIDE SANITARY SEWER EASEMENT & A 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN	FILE CODE: EA-02	
SECTION 35 TOWN 4 SOUTH, RANGE 9 EAST HURON TOWNSHIP WAYNE COUNTY, MI	 <p>Land Development & Real Estate Power & Energy Infrastructure & Transportation Environmental & Solid Waste Water & Natural Resources</p> <p>866.850.4280 www.atwell-group.com TWO TOWN SQUARE, SUITE 700 SOUTHFIELD, MI 48078 248.447.7000</p>	

05/21/14-REV. SAN EASE (JTL)
05/28/14-REV. SAN EASE (TRP)


EXHIBIT B

DESCRIPTION OF A 40 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWN 4 SOUTH, RANGE 9 EAST, HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN

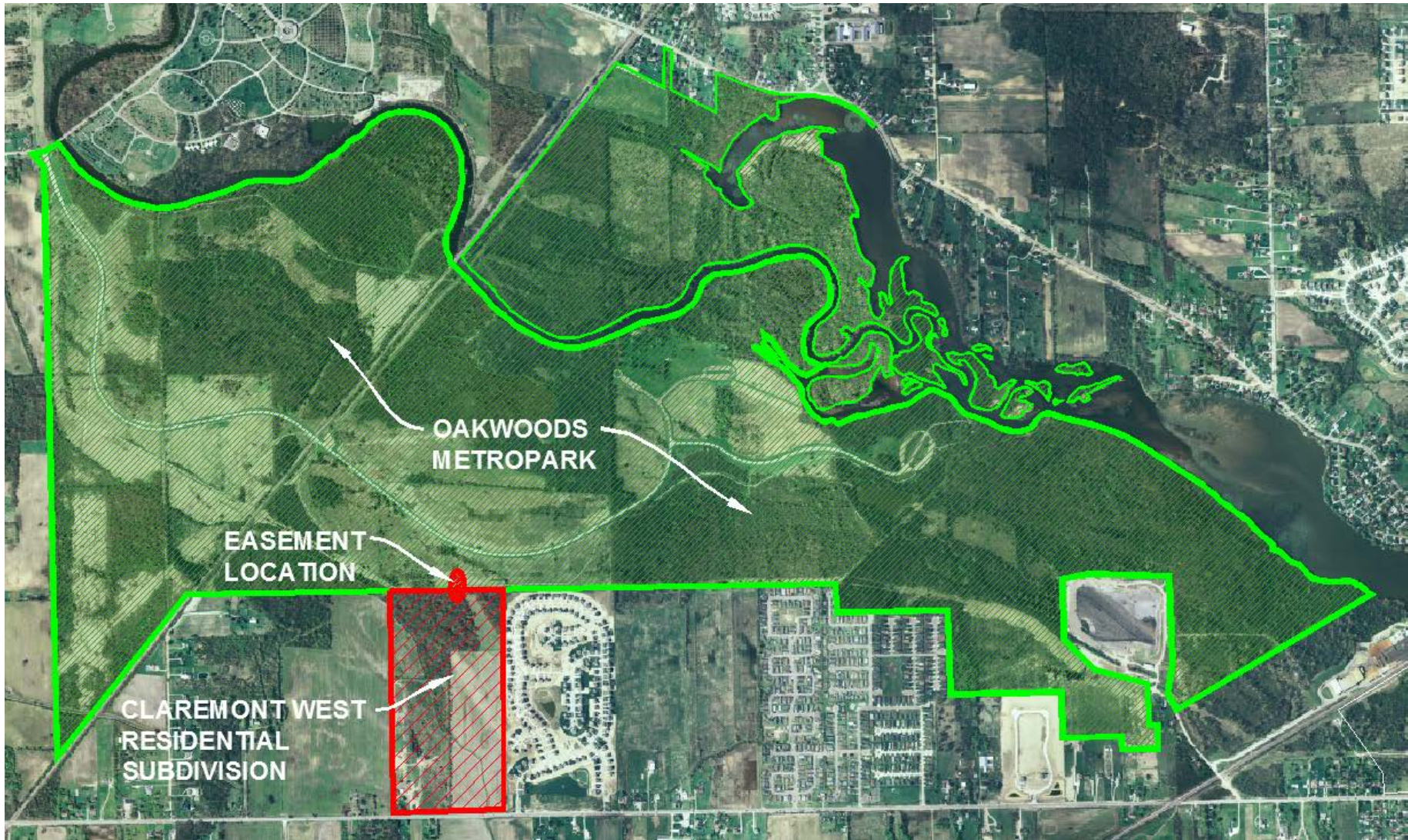
Commencing at the West 1/4 Corner of Section 35, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan; thence S87°11'32"E 888.66 feet along the East–West 1/4 line of said Section 35 for a PLACE OF BEGINNING; thence N02°48'29"E 52.35 feet; thence N30°36'05"E 107.26 feet; thence S87°27'30"E 45.33 feet; thence S30°36'05"W 118.68 feet; thence S02°48'29"W 42.45 feet; thence N87°11'32"W 40.00 feet along the East–West 1/4 line of said Section 35 to the Place of Beginning.

DESCRIPTION OF A 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWN 4 SOUTH, RANGE 9 EAST, HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN

Commencing at the West 1/4 Corner of Section 35, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan; thence S87°11'32"E 868.66 feet along the East–West 1/4 line of said Section 35 for a PLACE OF BEGINNING; thence N02°48'29"E 57.30 feet; thence N30°36'05"E 101.55 feet; thence S87°27'30"E 22.66 feet; thence S30°36'05"W 107.26 feet; thence S02°48'29"W 52.35 feet; thence N87°11'32"W 20.00 feet along the East–West 1/4 line of said Section 35 to the Place of Beginning.

CLIENT <p style="text-align: center; font-size: 1.2em;">PINNACLE HOMES</p>	JOB: 300797/12002157 OR. TRP	CAD 300797EA-D2 CH. LMD
SKETCH & DESCRIPTION OF A 40 FOOT WIDE SANITARY SEWER EASEMENT & A 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN	BOOK SHEET 3 OF 3 FILE CODE: EA-02	PG. DATE: 03-21-2014
SECTION 35 TOWN 4 SOUTH, RANGE 9 EAST HURON TOWNSHIP WAYNE COUNTY, MI	 <p style="font-size: 0.8em;"> 866.850.4200 www.atwell-group.com TWO TOWNS SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 </p>	

05/21/14-REV. SAN EASE (JTL)
 05/28/14-REV. SAN EASE (TRP)



CLAREMONT WEST RESIDENTIAL SUBDIVISION EASEMENT
LOCATED ALONG SOUTH PROPERTY LINE OF OAKWOODS METROPARK

FINAL SITE PLAN - PHASE I (90 LOTS - BUILDABLE)

CLAREMONT WEST

A RESIDENTIAL SUBDIVISION

HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN



SITE MAP
SCALE 1" = 200'



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Approval – Investment Policy Change Statements
 Date: May 6, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the revised Investment Policy Statements for the Pension Plan and Retiree Health Care Trust as recommended by Controller Franchock.

Fiscal Impact: None.

Background: Attached are revised investment policies for both the Pension Plan and the Retiree Health Care Trust. The previous investment policies have been in place since June 2010. Copies of both the Pension and RHCT 2010 Investment Policies are also attached for comparison. It is anticipated that the Retiree Health Care Trust Board and the Pension Plan Committee will recommend approval of these two documents.

The new documents, prepared in conjunction with Ken Sachs of Miller Canfield, reflect a more robust format than was previously used. Duties and responsibilities, statement of objectives, asset allocation targets, and control procedures are defined in the documents. At this time, the statement is fairly generic. It is anticipated that over time, the document will be revised to include more specific benchmarks. The new documents include an updated asset allocation permitted range by class, reflecting the current direction of the Pension Committee investment targeted allocations.

In discussion with Glenn Harris (SEI), Ken Sachs (Miller Canfield), as well as review of the applicable contracts, one concern from our corporate counsel was ensuring the Pension Committee/Retiree Health Care Trust Board and the HCMA Board of Commissioners are in agreement and have a good understanding of the shared fiduciary role that exists with the current process. It is important because, while SEI has acknowledged its fiduciary-status, this status in practice appears to be limited.

Attachments:

Current: HCMA Statement of Pension Fund Investment Policy

Proposed: Investment Policy Statement - HCMA Employees' Retirement Plan

Current: HCMA Statement of Retiree Health Care Trust Fund Investment Policy

Proposed: Investment Policy Statement - HCMA Retiree Health Care Trust

Huron-Clinton Metropolitan Authority
Employees' Retirement Plan
Statement of Pension Fund Investment Policy

Introduction

The purpose of this statement is to update the general investment policy for the management of the assets of the Huron-Clinton Metropolitan Authority Employees' Retirement Plan.

Description of Responsibilities

The Board of Commissioners of the Huron-Clinton Metropolitan Authority, guided by the recommendations of the Pension Committee, assumes responsibility for establishing the investment policy that is to direct the investment of all pension plan assets. The investment policy has been arrived at after discussion and consideration of various investment factors and incorporates the combined judgement of the Board and Committee as to the degree of pension fund investment risk deemed appropriate.

It is the intention to invest plan assets with investment managers who will function within this policy and their judgement concerning relative investment values.

Investment Policy

The general guidelines directing investment policy will be to provide for an orderly accumulation of pension fund assets to meet future benefit payments. Accordingly, plan assets shall be invested within the following ranges:

Guarantees	25% - 60%
Bonds	5% - 40%
Equities	15% - 50%

Guarantees are intended to include guaranteed rate of return contracts and government agency debt issues. Bond investments are to carry a BAA or better rating.

Diversification

It is the intent to have pension assets broadly diversified across and within asset classes to reduce the risk of large losses in individual investments.

Liquidity

Adequate assets should be accessible on an annual basis to meet expected benefit payments.

Rate of Return

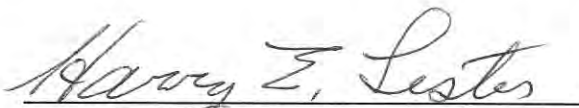
The Board has established an overall rate of return objective of 7.75% on an average annual basis over any five year period. The rate of return objective by segment of investments is as follows:

1. For the equity portion to exceed the performance of the S & P 500 Index by 1% on an average annual basis over any five year period.
2. For the bond portion to exceed the performance of the Lehman Brothers Kuhn Loeb Index by 0.3% on an average annual basis over any five year period.

The investment policy described above has been formulated to offer a higher likelihood of realizing this return. However, execution of the policy should be directed toward maximizing the likelihood of producing the expected rate of return, not toward maximizing the expected return. The rate of return objective is an expectation, not an absolute performance measurement standard.

Adopted on June 10, 2010 by the Huron-Clinton Metropolitan Authority Board of Commissioners.

Board of Commissioners Chairman and Pension Committee Member:


Harry E. Lester, Chairman


Anthony V. Marrocco, Secretary


Gregory J. Almas, Executive Secretary

Investment Policy Statement

Huron-Clinton Metropolitan Authority

**Employees' Retirement Plan
and
Trust Agreement**

May 2015

INTRODUCTION

The Huron-Clinton Metropolitan Authority (the “Authority”), a Michigan public body corporate, established the Huron-Clinton Metropolitan Authority Employees’ Retirement Plan and Trust Agreement (the “Plan”) effective October 1, 1952. The Plan is intended to be a tax-qualified defined benefit retirement plan.

Plan Article 8 provides for the establishment and composition of a Pension Committee. The Pension Committee has various responsibilities and obligations, including managing the investment process of the Plan’s assets.

DUTIES AND RESPONSIBILITIES

After consultation with its retained investment advisors, the Authority’s Board of Directors (the “Board”) established this Investment Policy Statement (“Investment Policy”) for the Plan. More specifically, the Board, after consulting with outside investment professionals, has arrived at this Investment Policy through careful study of the returns and risks associated with various investment strategies in relation to the Plan’s current and projected liabilities. This Investment Policy has been chosen as an appropriate policy for achieving the Plan’s objectives as such are described in the “Statement of Objectives” section of this Investment Policy; provided however, the Pension Committee, in its discretion and in accordance with applicable law, may deviate from this Investment Policy when it concludes that it is prudent and in the best interest of the Plan to do so.

This Investment Policy incorporates a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long term potential for appreciation of assets.

This Investment Policy may be amended by the Board at any time. As stated below, as necessary, the Pension Committee shall make recommendations to the Board regarding revisions to this Investment Policy.

Consistent with this Investment Policy, the Pension Committee, in accordance with Plan Article 8, shall approve an asset allocation strategy for the Plan’s assets and, as necessary, retain professional investment advisors to provide services, such as, but not limited to, guidance as to the investment of the Plan’s assets and the review and monitoring of this Investment Policy.

The investment of the Plan’s assets and the implementation of this Investment Policy shall, at all times, comply and be construed in accordance with the terms of Michigan Public Act 314 of 1965, entitled the “Public Employee Retirement System Investment Act” (“Public Act 314”), as amended.

Pension Committee

The Pension Committee shall implement this Investment Policy. This includes, but is not limited to: allocations between equity, fixed income, and alternative assets; selection of acceptable asset classes; and designing and monitoring investment performance expectations. The Pension Committee shall, as necessary, review this Investment Policy and make recommendations to the Board regarding potential modifications. The Pension Committee may retain qualified investment professionals and other service providers to assist with the implementation of this Investment Policy.

The Pension Committee shall regularly review the Plan’s investment performance, including the performance of any retained investment professionals and other service providers, to ensure the Investment Policy is being followed and progress is being made toward achieving the objectives.

Investment Advisors

In accordance with the Plan, the Pension Committee may retain, monitor, discharge and replace investment advisors. Investment advisors retained by the Pension Committee shall be qualified under Public Act 314 and shall acknowledge their and the Authority’s obligations and responsibilities under Public Act 314.

Investment advisors, in accordance with applicable underlying contracts, may be retained to provide the following (and additional) services: monitor asset allocation across and among asset classes; monitor investment performance; analyze and monitor this Investment Policy; and provide timely reports to the Pension Committee, including any substantive developments that may affect the Plan’s assets or the management or operation of the Plan.

STATEMENT OF OBJECTIVES

Primary Plan Objective

The Plan’s primary objective is to provide a source of retirement income for its participants and beneficiaries.

Plan Financial Objective

The Plan’s primary financial objective is to provide for an orderly accumulation of assets to satisfy future benefit payments, expenses and obligations. This objective shall be primarily based on a long-term investment horizon, so that interim fluctuations should be viewed with appropriate perspective. Financial objectives are to be established and modified, as necessary, in conjunction with comprehensive reviews of the Plan’s current projected financial requirements.

STATEMENT OF INVESTMENT POLICY

Asset Allocation Targets

It will be the policy of the Plan to invest assets with an allocation as follows:

<u>Asset Class</u>	<u>Permitted Ranges</u>
Equity	15% - 60%
Fixed Income	25% - 70%
Alternatives	0% - 20%

Adherence to Policy Targets and Rebalancing

The above asset allocation targets represent a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside of the policy range. These divergences should be of a short-term nature.

To ensure divergence from the target policy is within acceptable limits, rebalancing of assets may be necessary. In its discretion, the Pension Committee may authorize and empower a qualified investment advisor to oversee and implement rebalancing procedures.

Liquidity

Adequate assets should be accessible to meet expected Plan benefit payments, expenses and obligations.

Cash Equivalent Reserves

As deemed appropriate, a portion of the Plan's assets may be held in cash reserves or similar investment vehicles.

Volatility

Consistent with the desire for adequate diversification, this Investment Policy is based on the assumption that the volatility of the combined equity investments will be similar to that of the market opportunity available to institutional investors with similar return objectives. The volatility of fixed income portfolios may be greater than the market during periods when the portfolio duration exceeds that of the market.

CONTROL PROCEDURES

Review of Assumptions

The Pension Committee shall review, at least annually, this Investment Policy, including its underlying assumptions, such as, but not limited to, the number of participants, benefit accruals, liabilities, and actuarial assumptions. The Pension Committee may, in its discretion, retain appropriate experts to assist with this review. As necessary, the Pension Committee shall recommend to the Board modifications to this Investment Policy.

Review of Investments

The Pension Committee shall review, at least annually, the investments to determine the continued feasibility of achieving the Plan's financial objectives and the appropriateness of this Investment Policy. In addition, at least annually, the stated objectives should be reviewed by the Pension Committee.

It is not expected that the Investment Policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment to the Investment Policy.

Review of Investment Advisor and Investments

The Pension Committee shall review, at least quarterly, the performance of the Plan's investments and any investment advisors (and other service providers) retained to assist the Pension Committee.

Performance reviews shall focus on:

- Comparison of investment results to appropriate benchmarks, as well as market index returns in both equity and debt markets
- Investment adherence to this Investment Policy and guidelines.
- Material changes in an investment organization, such as in investment philosophy, investment strategy, key personnel and other relevant factors.

Performance Expectations

The Board, unless delegated by the Board to the Pension Committee, shall establish investment rate of return objectives. The current assumed rate of return (for actuarial purposes) is 7.25%, and the overall rate of return objective is 7.75%.

The most important performance expectation is the achievement of long-term investment results that are consistent with the Plan's Investment Policy. Implementation of the policy will be directed toward

achieving this return and not toward maximizing return without regard to risk.

The Pension Committee recognizes that this real return objective may not be meaningful during some time periods. In order to ensure that investment opportunities available over a specific time period are fairly evaluated, comparative performance statistics (including benchmark indices) will be used to evaluate investment results.

ADOPTION OF INVESTMENT POLICY STATEMENT

The Huron-Clinton Metropolitan Authority Board of Commissioners has reviewed, approved and adopted this Investment Policy Statement.

Board of Commissioners Chairman:

Signature

Date

Huron-Clinton Metropolitan Authority

Retiree Health Care Trust

Statement of Retiree Health Care Trust Fund Investment Policy

Introduction

This statement of Investment Policy is intended to satisfy the fiduciary obligations of the Board of Trustees to:

- Outline the investment related responsibilities of both the Board of Trustees and the investment manager it retains to manage the assets of the Retiree Health Care Trust Fund.
- Establish formal yet flexible investment guidelines incorporating prudent asset allocations and realistic total return goals.
- Provide the investment manager with an understanding of the guidelines and direction that the Board feels is most appropriate for the Huron-Clinton Metropolitan Authority Retiree Health Care Trust.

Description of Responsibilities

The Board of Commissioners of the Huron-Clinton Metropolitan Authority, guided by the recommendations of the Board of Trustees, assumes responsibility for establishing the investment policy that is to direct the investment of all retiree health care trust funds. The investment policy has been arrived at after discussion and consideration of various investment factors and incorporates the combined judgment of the Board of Commissioners and the Board of Trustees as to the degree of retiree health care trust fund investment risk deemed appropriate.

The Board of Trustees acknowledges its responsibilities as a retiree health care trust fiduciary. In this regard, it must act prudently and for the exclusive interest of the Huron-Clinton Metropolitan Authority retiree health care trust participants and beneficiaries.

The Board of Trustees considers the services of an investment manager as appropriate to assist in the placement of investment funds. The primary role of the Board's investment manager is to provide objective, third-party advice and counsel that will enable the Board of Trustees to make well-informed and well-educated decisions regarding the investment of the Huron-Clinton Metropolitan Authority Retiree Health Care Trust Fund's assets.

The investment manager's role is that of a non-discretionary advisor to the Huron-Clinton Metropolitan Authority Retiree Health Care Trust Fund. The investment manager acknowledges its responsibilities as a fiduciary under Act 314 of 1965, as amended. The investment manager acknowledges that it is a registered investment advisor under the Investment Advisors Act of 1940, as amended.

Description of Responsibilities (continued)

1. Evaluate the Board of Trustees' tolerance for risk.
2. Establish appropriate investment objectives based on the Board's needs and risk tolerance.
3. Determine what degree of potential market volatility should be factored into the Board's investment approach.
4. Based on all of the above, select an optimal allocation of assets and recommend investment changes as deemed appropriate.

It is the general intention of the Board of Trustees to invest assets with investment managers who will function within this policy and their judgment concerning relative investment values.

Investment Policy

The Trustee's attitude regarding Retiree Health Care Trust assets combines both preservation of capital and moderate risk-taking. The Trustees recognize that risk (i.e. the uncertainty of future events), volatility (i.e. the potential for variability of asset values) and the potential loss in purchasing power (due to inflation) are present to some degree with all types of investment vehicles. While high levels of risk are to be avoided, the assumption of a moderate level of risk is warranted and encouraged in order to allow the opportunity to achieve satisfactory results consistent with the objectives of the Retiree Health Care Trust Fund.

The general guideline directing the investment policy will be to provide for an orderly accumulation of retiree health care fund assets to meet future benefit payments.

In accordance with the Prudent Man Rule, the assets of the Retiree Health Care Trust Fund shall be invested with care, skill, prudence and diligence under the circumstances prevailing from time to time that a prudent man acting in a similar capacity and familiar with such matters would use in the investment of a fund of like character and with like aims and with due consideration given to the tax exempt status of the Huron-Clinton Metropolitan Authority Retiree Health Care Trust.

Accordingly, fund assets shall be invested within the following ranges:

Guarantees	25% - 60%
Bonds	5% - 40%
Equities	15% - 50%

Guarantees are intended to include guaranteed rate of return contracts, government agency debt issues or similar guaranteed products. The overall rating of bond investments are to carry a BAA or better rating.

Diversification

It is the intent to have Retiree Health Care Trust assets broadly diversified across and within asset classes to reduce the risk of large losses in individual investments.

Liquidity

Adequate assets should be accessible on an annual basis to meet expected benefit payments.

Rate of Return

The Board of Trustees has established an overall rate of return objective of 7.75% on an annualized total return over any five year period. The rate of return objective by segment of investments is as follows:

1. Equities – the equity portion is to exceed the performance of the S & P 500 Index by 1% on an annualized total return over any five year period.
2. Bonds – the bond portion to exceed the performance of the Lehman Brothers Government/Credit Index by 0.3% on an annualized total return over any five year period.

The investment policy described above has been formulated to offer a higher likelihood of realizing this return. However, the execution of the policy should be directed toward maximizing the likelihood of producing the expected rate of return, not toward maximizing the expected return. The rate of return is an expectation, not an absolute performance measurement standard.

Adopted on June 10, 2010 by the Huron-Clinton Metropolitan Authority Board of Commissioners.

Board of Commissioners Chairman and Pension Committee Member:


Harry E. Lester, Chairman


Anthony V. Marrocco, Secretary


Gregory J. Almas, Executive Secretary

Investment Policy Statement

Huron-Clinton Metropolitan Authority

**Retiree Health Care Benefits
Plan and Trust**

May 2015

INTRODUCTION

The Huron-Clinton Metropolitan Authority (the “Authority”), a Michigan public body corporate, established the Huron-Clinton Metropolitan Authority Retiree Health Care Benefits Plan and Trust (the “Plan”). The Plan’s trust is intended to be a governmental trust under Internal Revenue Code Section 115.

The Plan provides for a Board of Trustees (the “Trustees”). The Trustees have various responsibilities and obligations, including managing the investment process of the Plan’s assets.

DUTIES AND RESPONSIBILITIES

After consultation with its retained investment advisors, the Authority’s Board of Directors (the “Board”) established this Investment Policy Statement (“Investment Policy”) for the Plan. More specifically, the Board, after consulting with outside investment professionals, has arrived at this Investment Policy through careful study of the returns and risks associated with various investment strategies in relation to the Plan’s current and projected liabilities. This Investment Policy has been chosen as an appropriate policy for achieving the Plan’s objectives as such are described in the “Statement of Objectives” section of this Investment Policy; provided however, the Trustees, in their discretion and in accordance with applicable law, may deviate from this Investment Policy when they conclude that it is prudent and in the best interest of the Plan to do so.

This Investment Policy incorporates a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long term potential for appreciation of assets.

This Investment Policy may be amended by the Trustees at any time. As stated below, as necessary, the Trustees shall make recommendations to the Board regarding revisions to this Investment Policy.

Consistent with this Investment Policy, the Trustees, in accordance with the Plan, shall approve an asset allocation strategy for the Plan’s assets and, as necessary, retain professional investment advisors to provide services, such as, but not limited to, guidance as to the investment of the Plan’s assets and the review and monitoring of this Investment Policy.

The investment of the Plan’s assets and the implementation of this Investment Policy shall, at all times, comply and be construed in accordance with the terms of Michigan Public Act 149 of 1999, entitled the “Public Employee Health Care Fund Investment Fund Act” (“Public Act 149”) and, as applicable, Michigan Public Act 314 of 1965, entitled the “Public Employee Retirement System Investment Act” (“Public Act 314”), both as amended.

Trustees

The Trustees shall implement this Investment Policy. This includes, but is not limited to: allocations between equity, fixed income, and alternative assets; selection of acceptable asset classes; and designing and monitoring investment performance expectations. The Trustees shall, as necessary, review this Investment Policy and make recommendations to the Board regarding potential modifications. The Trustees may retain qualified investment professionals and other service providers to assist with the implementation of this Investment Policy.

The Trustees shall regularly review the Plan's investment performance, including the performance of any retained investment professionals and other service providers, to ensure the Investment Policy is being followed and progress is being made toward achieving the objectives.

Investment Advisors

In accordance with the Plan, the Trustees may retain, monitor, discharge and replace investment advisors. Investment advisors retained by the Trustees shall be qualified under Public Act 314 and shall acknowledge their and the Authority's obligations and responsibilities under Public Act 314.

Investment advisors, in accordance with applicable underlying contracts, may be retained to provide the following (and additional) services: monitor asset allocation across and among asset classes; monitor investment performance; analyze and monitor this Investment Policy; and provide timely reports to the Trustees, including any substantive developments that may affect the Plan's assets or the management or operation of the Plan.

STATEMENT OF OBJECTIVES

Primary Plan Objective

The Plan's primary objective is to provide retiree medical benefits to eligible participants.

Plan Financial Objective

The Plan's primary financial objective is to provide for an orderly accumulation of assets to satisfy future benefit payments, expenses and obligations. This objective shall be primarily based on a long-term investment horizon, so that interim fluctuations should be viewed with appropriate perspective. Financial objectives are to be established and modified, as necessary, in conjunction with comprehensive reviews of the Plan's current projected financial requirements.

STATEMENT OF INVESTMENT POLICY

Asset Allocation Targets

It will be the policy of the Plan to invest assets with an allocation as follows:

<u>Asset Class</u>	<u>Permitted Ranges</u>
Equity	20% - 60%
Fixed Income	40% - 80%
Alternatives	0% - 20%

Adherence to Policy Targets and Rebalancing

The above asset allocation targets represent a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside of the policy range. These divergences should be of a short-term nature.

To ensure divergence from the target policy is within acceptable limits, rebalancing of assets may be necessary. In their discretion, the Trustees may authorize and empower a qualified investment advisor to oversee and implement rebalancing procedures.

Liquidity

Adequate assets should be accessible to meet expected Plan benefit payments, expenses and obligations.

Cash Equivalent Reserves

As deemed appropriate, a portion of the Plan's assets may be held in cash reserves or similar investment vehicles.

Volatility

Consistent with the desire for adequate diversification, this Investment Policy is based on the assumption that the volatility of the combined equity investments will be similar to that of the market opportunity available to institutional investors with similar return objectives. The volatility of fixed income portfolios may be greater than the market during periods when the portfolio duration exceeds that of the market.

CONTROL PROCEDURES

Review of Assumptions

The Trustees shall review, at least annually, this Investment Policy, including its underlying assumptions, such as, but not limited to, the number of participants, benefit accruals, liabilities, and actuarial assumptions. The Trustees may, in their discretion, retain appropriate experts to assist with this review. As necessary, the Trustees shall recommend to the Board modifications to this Investment Policy.

Review of Investments

The Trustees shall review, at least annually, the investments to determine the continued feasibility of achieving the Plan's financial objectives and the appropriateness of this Investment Policy. In addition, at least annually, the stated objectives should be reviewed by the Trustees.

It is not expected that the Investment Policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment to the Investment Policy.

Review of Investment Advisor and Investments

The Trustees shall review, at least quarterly, the performance of the Plan's investments and any investment advisors (and other service providers) retained to assist the Trustees.

Performance reviews shall focus on:

- Comparison of investment results to appropriate benchmarks, as well as market index returns in both equity and debt markets
- Investment adherence to this Investment Policy and guidelines.
- Material changes in an investment organization, such as in investment philosophy, investment strategy, key personnel and other relevant factors.

Performance Expectations

The Board, unless delegated by the Board to the Trustees, shall establish investment rate of return objectives. The current assumed rate of return (for actuarial purposes) is 7.25%, and the overall rate of return objective is 7.75%.

The most important performance expectation is the achievement of long-term investment results that are consistent with the Plan's Investment Policy. Implementation of the policy will be directed toward achieving this return and not toward maximizing return without regard to risk.

The Trustees recognize that this real return objective may not be meaningful during some time periods. In order to ensure that investment opportunities available over a specific time period are fairly evaluated, comparative performance statistics (including benchmark indices) will be used to evaluate investment results.

ADOPTION OF INVESTMENT POLICY STATEMENT

The Huron-Clinton Metropolitan Authority Board of Commissioners has reviewed, approved and adopted this Investment Policy Statement.

Board of Commissioners Chairman:

Signature

Date



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca L. Franchock, Controller
 Subject: 2015 Pension Plan Contribution
 Date: May 6, 2015

Action Requested: Motion to Receive/File and Approve Contribution

That the Board of Commissioners' (1) receive and file the Annual Actuarial Valuation and GASB Statement No. 67 Report and (2) approve of the 2015 Pension Contribution at the budgeted amount of \$3.2 million.

Fiscal Impact: None

Background: The actuarial valuation of the Authority's Pension Plan as of Dec. 31, 2014 was performed by Gabriel, Roeder, Smith and Company. The Pension Committee will review the valuation results at their May 14, 2015 meeting prior to the Board meeting and recommend Board approval of the contribution.

The actuarial valuation process calculates the required contribution to adequately fund the Authority's pension costs for the 159 participants for the 2015 Pension Plan Year. Based on an update of employee census data for 2014 wage/service levels, Plan benefits and asset values, G.R.S. is recommending a contribution of \$2,717,265. This represents a decrease of \$311,824 (10.2 percent) from the contribution for the 12-month period ending Sept. 30, 2014, \$3,029,089. For the short plan-year Oct. 1 – Dec. 31, 2014, the recommended contribution equaled \$757,322. With this contribution, the Funded Ratio will increase to 74.03 percent, an improvement of more than 5 percent.

During development of the 2015 budget, it was anticipated that the annual required contribution would be \$2.7 million. In an effort to (1) bolster the percentage funded ratio, and (2) leverage Metroparks assets by taking advantage of the investment options available to the pension system the Board approved budget included \$3.2 million for pension contribution, allowing \$500,000 of additional funding.

In addition, active participants in the plan contribute one percent of covered wages to the pension plan. This amounts to approximately \$104,000 annually. Historically the Metroparks have not counted this amount as part of the annual required contribution and have instead treated it as additional funding.

The Pension Committee is expected to approve requesting the \$3,200,000 contribution from the Board of Commissioners.

Attachments: HCMA Employees' Retirement Plan Annual Actuarial Valuation/GASB 67



**HURON-CLINTON METROPOLITAN AUTHORITY
EMPLOYEES' RETIREMENT PLAN
ANNUAL ACTUARIAL VALUATION AND GASB STATEMENT NO. 67
PLAN REPORTING AND ACCOUNTING SCHEDULES
DECEMBER 31, 2014**

May 1, 2015

Huron-Clinton Metropolitan Authority
Employees' Retirement Plan
Brighton, Michigan

**Re: Huron-Clinton Metropolitan Authority Employees' Retirement Plan Actuarial Valuation
as of December 31, 2014**

Ladies and Gentlemen:

The results of the December 31, 2014 Annual Actuarial Valuation of the Huron-Clinton Metropolitan Authority Employees' Retirement Plan are presented in this report.

This report was prepared at the request of the Authority and is intended for use by the Authority and those designated or approved by the Authority. This report may be provided to parties other than the Authority only in its entirety and only with the permission of the Authority.

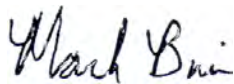
The purpose of the valuation is to measure the Plan's funding progress, to determine the employer contribution rate for the fiscal year ending December 31, 2015, and to provide actuarial information in connection with applicable Governmental Accounting Standards Board Statements.

Mark Buis and James D. Anderson are experienced in performing valuations for public retirement systems, are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

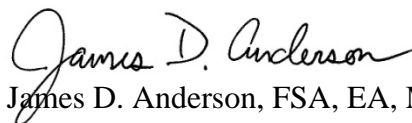
Please see the following page for additional disclosures required by the Actuarial Standards of Practice.

To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Huron-Clinton Metropolitan Authority Employees' Retirement Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board.

Respectfully submitted,



Mark Buis, FSA, EA, MAAA



James D. Anderson, FSA, EA, MAAA

MB/JA:sc

Additional Disclosures Required by Actuarial Standards of Practice

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

The signing actuaries are independent of the plan sponsor.

The valuation was based upon information furnished by the Authority, concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information provided by the Authority.

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A. BASIC DATA

Data necessary for the valuation was provided to us by the Authority for employees who are covered under the Plan as of December 31, 2014. Table 4 sets forth a distribution of the 159 active employees. In addition, there are 150 retirees and beneficiaries and 18 terminated vested employees included in this valuation. This compares with 172 active participants, 144 retirees and beneficiaries, and 16 terminated vested employees valued in the previous valuation of October 1, 2013.

B. PLAN PROVISIONS

This valuation is based on the provisions of the Plan as of December 31, 2014 which are summarized in Table 5.

Plan funding is provided through a combination of Authority contributions and income from invested assets. The December 31, 2014 actuarial value of assets is developed in Table 2. The actuarial value of assets is \$50,712,814 as of the valuation date.

C. VALUATION RESULTS

As indicated above, the more detailed results of our valuation are presented in Table 1. In Section A of the table, we show the number of covered employees, total annual earnings, average annual pension for current retirees and beneficiaries, actuarial accrued liability and normal cost based on the Plan in effect on December 31, 2014.

Section B contains the calculation of the recommended contribution on a closed 30-year funding basis. This funding basis amortizes the effect of Plan improvements, gains and losses, and changes in assumptions over 30 years with 26.75 years remaining as of the valuation date. Gains and losses are not separately amortized. Increases in liability associated with the 2012 and 2013 Early Retirement Windows were amortized over 5 years. The recommended contribution on December 31, 2014 is \$2,717,265. The 2014 contribution decreased by \$312,024 from the 2013 contribution.

C. VALUATION RESULTS (CONCLUDED)

One way in which the Plan's experience impacts the cost is the effect on the unfunded accrued liability. This is referred to as the experience gain or loss for the year. There was a net loss to the plan of \$223,559, as shown in Table 3.

For the full plan year ending September 30, 2014, the return on the market value of assets was 7.2%. For the short plan year ending December 31, 2014, the return on the market value of assets was 0.66%. Asset gains or losses are not recognized immediately in the funding value of assets, but rather are spread equally over a 5-year period.

Table 7 has been prepared to show a comparison of the December 31, 2014 valuation results with the results from the prior valuation. The valuation date for the previous valuation was October 1, 2013. The recommended contribution developed in the October 1, 2013 valuation for the Fiscal Year ending September 30, 2014 was \$3,029,089. For the short plan year October 1-December 31, 2014, the recommended contribution equals \$757,322. The recommended contribution for the full Fiscal Year ending December 31, 2015 equals \$2,717,265. The funded status has increased from 68.61% last year to 74.03%.

The Pension Committee of the Huron-Clinton Metropolitan Authority Employees' Retirement Plan confirms that the Plan provides for payment of the required employer contribution as described in Section 20m of Michigan Public Act No. 728.

We also note that GASB Statement No. 67 is effective for a pension plan's fiscal years beginning after June 15, 2013 and replaced GASB Statement No. 25. This information is shown in the Appendix of this report.

TABLE 1

SUMMARY OF RESULTS

A. Basic Data, Unfunded Actuarial Accrued Liability and Annual Normal Cost as of December 31, 2014

1. Active Participants	
(a) Number	159
(b) Total Annual Earnings	\$10,418,891
(c) Average Annual Earnings	65,528
2. Retired Participants	
(a) Number	150
(b) Average Annual Pension	25,250
3. Actuarial Accrued Liability	
(a) Active Participants	28,899,956
(b) Retirees	37,594,626
(c) Terminated with Vested Rights	2,008,502
(d) Total	68,503,084
4. Actuarial Value of Assets as of December 31, 2014*	50,712,814
5. Unfunded Actuarial Accrued Liability on December 31, 2014	17,790,270
(a) Portion due to 2012 Early Retirement Window	760,236
(b) Portion due to 2013 Early Retirement Window	140,515
(c) Remaining portion	16,889,519
6. Funded Ratio	74.0%

B. Determination of Recommended Contribution

1. Annual Normal Cost	1,004,715
2. Amortization Payment	1,712,550
(a) Portion due to 2012 Early Retirement Window	276,030
(b) Portion due to 2013 Early Retirement Window	39,574
(c) Remaining portion (27 years)	1,396,946
3. Expected Seasonal Employee Payouts	0
4. Recommended Contribution **	2,717,265

* See Table 2.

**** Please note that this is the total recommended contribution and should be reduced by any expected member contributions to determine the amount of employer contribution.**

TABLE 2

DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS

Year Ended December 31:	2013#	2014#	2014**	2015	2016	2017	2018
A. Funding Value Beginning of Year	\$43,992,245	\$45,492,667	\$47,924,387				
B. Market Value End of Year	46,169,434	49,126,418	51,339,972				
C. Market Value Beginning of Year	43,978,347	46,860,139 *	49,126,418				
D. Non-Investment Net Cash Flow	(1,171,728)	(1,070,620)	1,881,642				
E. Investment Income							
E1. Market Total: B - C - D	3,362,815	3,336,899	331,912				
E2. Amount for Immediate Recognition (7.25%)	3,146,963	3,259,408	862,573				
E3. Amount for Phased-in Recognition: E1 - E2	215,852	77,491	(530,661)				
F. Phased-In Recognition of Investment Income							
F1. Current Year: 0.20 x E3	43,170	15,498	(26,533)				
F2. First Prior Year	95,514	43,170	3,875	\$(156,790)			
F3. Second Prior Year	128,797	95,514	10,793	0	\$(156,790)		
F4. Third Prior Year	(40,048)	128,797	23,879	0	0	\$(156,790)	
F5. Fourth Prior Year	(702,247)	(40,048)	32,199	0	0	0	\$(156,788)
F6. Total Recognized Investment Gain	(474,813)	242,932	44,212	(156,790)	(156,790)	(156,790)	(156,788)
G. Funding Value End of Year: A + D + E2 + F6	45,492,667	47,924,387	50,712,814				
H. Difference Between Funding & Market Value	(676,767)	(1,202,031)	(627,158)	(470,368)	(313,578)	(156,788)	0
I. Recognized Funding Value Rate of Return	6.16 %	7.79 %	1.86 %				
J. Recognized Market Value Rate of Return	7.75%	7.20%	0.66%				

Valuation date September 30th.

* Beginning year assets were changed to reflect adjusted assets received.

** Adjusted for 3 month valuation.

TABLE 3

DERIVATION OF ACTUARIAL GAIN (LOSS)

Actual experience will usually not coincide exactly with assumed experience. It is expected that gains and losses will cancel each other over a period of years, but sizable year-to-year fluctuations are common. Detail on the derivation of the experience gain (loss) is shown below.

Year Ended December 31:	2014
(1) UAAL* at start of year (September 30, 2013)	\$ 20,815,128
(2) Employer normal cost from last valuation	1,352,024
(3) Actual employer contributions	6,264,227
(4) Interest accrual:	1,663,787
(5) Expected UAAL before changes: (1) + (2) - (3) + (4)	17,566,712
(6) Change from benefit improvements / Early Retirement Window	0
(7) Change from revised actuarial assumptions/methods	0
(8) Expected UAAL after changes: (5) + (6) + (7)	17,566,712
(9) Actual UAAL at end of year (December 31, 2014)	17,790,270
(10) Gain (loss): (8) - (9)	(223,559)
(11) Gain (loss) as percent of actuarial accrued liabilities at start of year (\$66,307,795)	(0.3)%

* *Unfunded actuarial accrued liability.*

TABLE 4**DISTRIBUTION OF PARTICIPANTS AS OF DECEMBER 31, 2014**

Attained Age	Years of Service to Valuation Date							Totals	
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Valuation Payroll
25-29		1						1	\$ 53,061
30-34	1	3						4	251,484
35-39		7	7	1				15	981,388
40-44	1	4	8	9	2			24	1,618,918
45-49	1	3	4	10	7	1		26	1,633,382
50-54	1	5	6	5	8	10	5	40	2,581,470
55-59	2	2	5	6	7	7	10	39	2,633,271
60				1	3			4	270,527
62							1	1	88,444
63						1		1	65,624
64			1					1	60,195
65			1				1	2	120,661
67							1	1	60,466
Totals	6	25	32	32	27	19	18	159	\$10,418,891

Average Age: 49.62

Average Age at Hire: 31.45

Approximate No. Fully Vested: 128

Percentage of Females in Total: 26%

Average Projected Retirement Age: 61.5

TABLE 4**DISTRIBUTION OF PARTICIPANTS AS OF DECEMBER 31, 2014
(CONCLUDED)*****A. Retired Participants (and Beneficiaries)***

Age Group	Males	Females	Total	Annual Pension Being Paid
Under 50	1	2	3	\$ 55,832
50-54	3	2	5	63,517
55-59	12	4	16	482,159
60-64	28	8	36	1,123,322
65-69	30	12	42	1,036,542
70-74	16	4	20	548,246
75-79	6	6	12	276,128
80-84	4	3	7	118,696
85-89	1	3	4	29,078
Over 89	1	4	5	54,015
Total	102	48	150	\$3,787,535

B. Terminated Vested Participants

Age Group	Males	Females	Total	Annual Pension Being Paid At 65
Under 50	1	2	3	\$ 48,046
50-54	3	1	4	53,546
55-59	4	4	8	176,737
60-64	2	1	3	24,541
Total	10	8	18	\$302,870

TABLE 5

SUMMARY OF PLAN PROVISIONS

- 1. Effective Date:** October 1, 1952 (as amended and restated effective January 1, 1998, and as of October 1, 2013).
- 2. Eligibility for Participation:** Full-time employees who have attained age 21 and completed one year of service become participants on the October 1 anniversary date following completion of these requirements. Seasonal Employees become participants on date of hire. The Plan was closed to new entrants effective January 1, 2013 and to Seasonal Employees effective January 1, 2014.
- 3. Normal Retirement:** Age 65. Monthly normal retirement benefit equal to 2.0% of highest consecutive five-year average August 1 monthly earnings in last 10 years times service. Effective January 1, 1998, accrual changed from 1.9% to 2.0%.

Benefits normally payable for life subject to the following:
 - (a) Minimum of \$279.41 per month, reduced by 1/25 for each year of service less than 25 at retirement.
 - (b) Maximum of 71% of final five-year average monthly earnings. Effective January 1, 1998, maximum percentage changed from 67% to 71%.
- 4. Delayed Retirement:** Employee may voluntarily delay Normal Retirement but not past age 70. Benefit is calculated the same as Normal Retirement.
- 5. Early Retirement:** Age 55, 10 years of service. Accrued benefit reduced ½ of 1% for each month prior to Normal Retirement. If employee has 25 or more years of service at Early Retirement, Accrued Benefit reduced by ½ of 1% for each month by which retirement precedes age 60. Early retirement reductions are applied prior to the 71% maximum.
- 6. Disability Retirement:** Accrued Benefit (without actuarial reduction), but reduced by the amount of any benefits received through an insured LTD Plan.

TABLE 5

SUMMARY OF PLAN PROVISIONS (CONTINUED)

- 7. Death Benefit:** A death benefit equal to the 50% joint and survivor 10-year certain option has been added for employees with 25 years of credited service as of each October 1st. If the spouse dies before the expiration of the guaranteed period, such payment will be continued to a designated beneficiary who must be a legal dependent of the employee at the time of death. In the event there is not a spouse at time of death, a 50% benefit would be payable to a legal dependent for a period not to exceed 10 years or until the dependent reaches age 25 whichever comes first. Employees with 25 years of credited service as of October 1, 1994 had a one-time option of waiving this Pension Plan death benefit.
- 8. Joint and Survivor Option Increase:** For employees who elect the joint annuity option, if the spouse dies before the retired employee, the joint annuity retirement benefit will revert to the life only option.
- 9. Vesting:** Accrued Benefit payable at age 65 adjusted by the following vesting table:

Full Years of Continuous Service	Vested Interest in Accrued Benefit
Less than 1	None
1 but less than 2	10%
2 but less than 3	20
3 but less than 4	30
4 but less than 5	40
5 but less than 6	50
6 but less than 7	60
7 but less than 8	70
8 but less than 9	80
9 but less than 10	90
10 or more	100

- 10. Options:** Prior to retirement or termination, a Participant may elect an optional method of payment that is the actuarial equivalent of the Normal Benefit.

TABLE 5

SUMMARY OF PLAN PROVISIONS (CONCLUDED)

11. Calculation of Lump Sums: The lump sum option will be calculated based on the 1984 Unisex Pension Mortality Table and an interest rate of 8.0%. This provision was effective as contracts were approved by the bargaining units as follows:

- (a) Park Superintendent/Department Head and Policy Officers Association of Michigan Park Rangers Units February 10, 1994
- (b) Supervisory and Professional Units – March 10, 1994
- (c) Non-Supervisory Unit – July 14, 1994

The calculation of seasonal employee lump sum benefits would also be calculated based on the Pension Plan's actuarial interest rate assumption.

12. Lump Sum Eligibility: The lump sum option is not available for employees hired after January 1, 1994.

13. Significant Changes: Other than the Plan closure for Seasonal Employees, there are no significant changes in regular Plan provisions since the last valuation. There was a one-time change allowing members to retire under an Early Retirement Window in 2012 and another one-time change allowing members to retire under an Early Retirement Window in 2013.

TABLE 6

ACTUARIAL ASSUMPTIONS, METHODS AND DATA

- 1. Mortality:** The RP2000 Mortality Table for males and females projected to 2017. This is a static mortality table, however the rates include expected improvements in mortality to 2017. A ten-year set-forward is used for disabled retirees.
- 2. Interest:** 7.25% compounded annually.
- 3. Expenses:** No loading; to be met directly.
- 4. Withdrawal:** The rates at the following illustrative ages indicate the withdrawal rates assumed:

<u>Age</u>	<u>Rates of Withdrawal</u>
	<u>Male or Female</u>
25	7.40%
35	3.40%
45	1.40%
55	0.20%
57	NIL

- 5. Salary Scale:** Final average earnings were estimated from present earnings based on the assumption that future compensation will increase by a base wage inflation of 3.75% per year and a merit and seniority portion as shown in the table below:

<u>Service</u>	<u>% Increase</u>
1	5.00 %
2	5.00 %
3	4.50 %
4	4.00 %
5	3.50 %
6	3.00 %
7	2.50 %
8	2.00 %
9	1.50 %
10	1.00 %
11	0.50 %
12+	0.25 %

TABLE 6

**ACTUARIAL ASSUMPTIONS, METHODS AND DATA
(CONTINUED)**

6. Retirement Age:

The rates at the following illustrative ages indicate the retirement rates assumed:

Age	Rates of Retirement	
	Less than 25 Years of Service	25 or More Years of Service
55	1%	1%
56	1	5
57	1	10
58	1	10
59	5	20
60	12	20
61	12	20
62	12	30
63	20	40
64	25	50
65	30	60
66	60	50
67	100	100

7. Rates of Disability:

Disability Rates were as follows:

Sample Ages	% of Active Members Becoming Disabled within Next Year
	Male or Female
25	0.00%
30	0.06%
35	0.08%
40	0.12%
45	0.23%
50	0.52%
55	1.07%
60	3.35%

TABLE 6
ACTUARIAL ASSUMPTIONS, METHODS AND DATA
(CONCLUDED)

- 8. Funding Method:** Individual Entry Age Actuarial Cost Method. Benefits are funded on a level dollar.
- 9. Asset Method:** Smoothed asset value that spreads market value gains and losses over a 5-year period.
- 10. Data:** This actuarial valuation has been prepared based upon employee data compiled by the Employer. The actuary has no reason to believe that this data is not complete and accurate and knows of no further information that is essential to the preparation of the actuarial valuation, although no independent audit of the data has been performed by the actuary.
- 11. Amortization of the Unfunded Actuarial Accrued Liability:** The unfunded actuarial accrued liability (excluding the amount attributable to the Early Retirement Window) was amortized over a 26.75-year period, declining to 20 years, as a level dollar.
- The unfunded actuarial accrued liability attributable to the Early Retirement Window in 2012 was amortized over a 5-year period as a level dollar, starting with the October 1, 2012 valuation.
- The unfunded actuarial accrued liability attributable to the Early Retirement Window in 2013 was amortized over a 5-year period as a level dollar, starting with the October 1, 2013 valuation.
- 12. Loads for Optional Forms of Payment:** 1.0% for pop-up options of current retirees electing a J&S option. 17.0% for non-spouse beneficiaries of a non-duty death participant.

TABLE 7
COMPARISON OF 2013 AND 2014 RESULTS

Item for Comparison	2013 Results	2014 Results
1. Active Participants		
(a) Number	172	159
(b) Total Annual Earnings	\$11,171,076	\$10,418,891
(c) Average Annual Earnings	64,948	65,528
2. Retired Participants		
(a) Number	144	150
(b) Average Annual Pension	25,292	25,250
3. Actuarial Accrued Liability		
(a) Active Participants	28,615,507	28,899,956
(b) Retirees	36,806,136	37,594,626
(c) Terminated with Vested Rights	886,152	2,008,502
(d) Total	66,307,795	68,503,084
4. Actuarial Value of Assets	45,492,667	50,712,814
5. Actuarial Value of Assets as a Percentage of the Actuarial Accrued Liability	68.61%	74.03%
6. Unfunded Actuarial Accrued Liability	20,815,128	17,790,270
(a) Portion due to 2012 Early Retirement Window ¹	963,086	760,236
(b) Portion due to 2013 Early Retirement Window ²	166,957	140,515
(c) Remaining Portion ³	19,685,085	16,889,519
7. Annual Normal Cost	1,081,619	1,004,715
8. Expected Seasonal Employee Payouts	28,309	0
9. Recommended Contribution on Funding Basis at the Beginning of the Plan Year		
(a) Dollar Amount	3,029,289	2,717,265

¹ UAAL attributable to Early Retirement Window amortized over 5 years, starting with the October 1, 2012 valuation.

² UAAL attributable to Early Retirement Window amortized over 5 years, starting with the October 1, 2013 valuation.

³ UAAL not attributable to Early Retirement Window amortized over 26.75 years this year, and 28 years last year.

TABLE 8
PRESENT VALUE OF ACCRUED BENEFITS
AS OF DECEMBER 31, 2014

Actives*	\$21,046,279
Retirees	37,594,626
Vested	<u>2,008,502</u>
Total	\$60,649,407

* *Based on benefit service and salary as of the valuation date.*

TABLE 9
SCHEDULE OF FUNDING PROGRESS

Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (AAL)	Unfunded Actuarial Accrued Liability (UAAL) (3) - (2)	Funded Ratio (2) / (3)	Annual Covered Payroll (6)	UAAL as % of Payroll (4) / (6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
October 1, 2005	\$30,982,940	\$41,782,635	\$ 10,799,695	74.15%	\$13,218,446	81.70%
October 1, 2006	33,131,710	44,726,567	11,594,857	74.08%	13,573,781	85.42%
October 1, 2007	35,652,382	50,330,548	14,678,166	70.84%	14,166,942	103.61%
October 1, 2008	37,743,805	53,367,499	15,623,694	70.72%	14,399,783	108.50%
October 1, 2009	39,334,862	55,596,422	16,261,560	70.75%	14,265,682	113.99%
October 1, 2010	40,754,922	58,938,351	18,183,429	69.15%	14,234,287	127.74%
October 1, 2011	42,456,045	60,578,588	18,122,543	70.08%	13,809,019	131.24%
October 1, 2012	43,992,245	64,836,490	20,844,245	67.85%	12,232,592	170.40%
October 1, 2013	45,492,667	66,307,795	20,815,128	68.61%	11,171,076	186.33%
December 31, 2014	50,712,814	68,503,084	17,790,270	74.03%	10,418,891	170.75%

TABLE 10

SCHEDULE OF ANNUAL REQUIRED CONTRIBUTIONS

<u>Fiscal Year Ending</u>	<u>Annual Required Contribution</u>	<u>Percentage Contributed</u>
(1)	(2)	(3)
2006	\$1,535,961	100%
2007	1,608,568	100%
2008	1,897,605	100%
2009	1,981,249	100%
2010	2,024,612	100%
2011	2,146,504	100%
2012	2,315,472	100%
2013	2,579,654	100%
2014	3,029,289	100%
2015	2,717,265	

This information is presented in draft form for review by the Plan's auditor. Please let us know if there are any items that the auditor changes so that we may maintain consistency with the Plan's financial statements.

TABLE 10

SCHEDULE OF ANNUAL REQUIRED CONTRIBUTIONS (CONCLUDED)

Valuation Date:	December 31, 2014
Actuarial Cost Method:	Entry Age.
Amortization Method:	
• <i>Non-Early Retirement Window</i>	30-year, level dollar. The unfunded actuarial accrued liability not attributable to the Early Retirement Window is amortized over 30 years, declining to 20 years. Effective for the October 1, 2013 valuation, the amortization method is changed from level percent of payroll to level dollar amortization.
• 2012 Early Retirement Window	5-year, level dollar. The total unfunded actuarial accrued liability attributable to the 2012 Early Retirement Window is amortized over 5 years, declining to 0 years.
• 2013 Early Retirement Window	5-year, level dollar. The total unfunded actuarial accrued liability attributable to the 2013 Early Retirement Window is amortized over 5 years, declining to 0 years.
Remaining Amortization Period:	
• <i>Non-Early Retirement Window</i>	26.75 years.
• <i>2012 Early Retirement Window</i>	2.75 years.
• <i>2013 Early Retirement Window</i>	3.75 years.
Asset Valuation Method:	Smoothed asset value that spreads the difference between the assumed return and the actual investment return over a 5-year period.
Actuarial Assumptions:	
> Investment rate of return	7.25%
> Projected salary increases*	4.00% - 8.75%
* Includes wage inflation at	3.75%
> Cost-of-living adjustments	None

This information is presented in draft form for review by the Plan's auditor. Please let us know if there are any items that the auditor changes so that we may maintain consistency with the Plan's financial statements.

APPENDIX I

ACCOUNTING DISCLOSURES

This information is presented in draft form for review by the System’s auditor. Please let us know if there are any items that the auditor changes so that we may maintain consistency with the System’s financial statements. Please note Plan reporting under GASB Statement No. 25 has been replaced by GASB Statement No. 67.

INFORMATION REQUIRED BY GASB STATEMENT NO. 67

The Governmental Accounting Standards Board Statement No. 67 (GASB Statement No. 67) contains certain requirements regarding the accounting and disclosure of financial information. In addition to disclosing the system's fiduciary net position, retirement systems are also required to disclose information regarding the plan's total pension liability, net pension liability, and change in net pension liability from the prior year. In actuarial terms, these are the plan's actuarial accrued liability and unfunded actuarial accrued liability on a market value of asset basis. This section of the report contains information that is part of the Retirement System's disclosure requirements under this accounting standard.

Determination of the Total Pension Liability

The total pension liability shown in this subsection is also shown as of the last date of the pension plan's fiscal year, December 31, 2014.

A Single Discount Rate of 7.25% was used to measure the total pension liability. This Single Discount Rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this Single Discount Rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Measurement Statement of Net Pension Liability

The net pension liability is to be measured as the total pension liability, less the amount of the pension plan's fiduciary net position. As of the plan year ending , the net pension liability is. If a Single Discount Rate that is one percent lower was used, the net pension liability would have been. Similarly, if a Single Discount Rate that was one percent higher was used, the net pension liability would have been.

The following exhibit provides information regarding the total pension liability, net pension liability, and change in the net pension liability since the prior plan year (and related ratios).

SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE EMPLOYERS' NET PENSION LIABILITY AND RELATED RATIOS MULTIYEAR

Last 10 Fiscal Years (which may be built prospectively)

Fiscal year ending December 31,	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Total Pension Liability										
Service Cost	\$ 1,004,715									
Interest on the Total Pension Liability	4,726,571									
Benefit Changes	-									
Difference between expected and actual experience of the Total Pension Liability	109,029									
Assumption Changes	-									
Benefit Payments and Refunds	(4,057,900)									
Net Change in Total Pension Liability	1,782,415									
Total Pension Liability - Beginning	66,720,669									
Total Pension Liability - Ending (a)	\$ 68,503,084									
Plan Fiduciary Net Position										
Employer Contributions	\$ 3,100,000									
Employee Contributions	107,492									
Pension Plan Net Investment Income	2,225,505									
Benefit Payments and Refunds	(4,057,900)									
Pension Plan Administrative Expense	(73,710)									
Other	-									
Net Change in Plan Fiduciary Net Position	1,301,387									
Plan Fiduciary Net Position - Beginning	50,038,585									
Plan Fiduciary Net Position - Ending (b)	\$ 51,339,972									
Net Pension Liability - Ending (a) - (b)	17,163,112									
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	74.95 %									
Covered Employee Payroll	\$ 10,418,891									
Net Pension Liability as a Percentage of Covered Employee Payroll	164.73 %									
Notes to Schedule:										
N/A										

**SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE EMPLOYERS' NET PENSION LIABILITY**

Last 10 Fiscal Years (which may be built prospectively)

FY Ending December 31,	Total Pension Liability	Plan Net Position	Net Pension Liability	Plan Net Position as a % of Total Pension Liability	Covered Payroll	Net Pension Liability as a % of Covered Payroll
2005			-			
2006			-			
2007			-			
2008			-			
2009			-			
2010			-			
2011			-			
2012			-			
2013			-			
2014	\$68,503,084	\$51,339,972	\$17,163,112	74.95%	\$10,418,891	164.73%

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years (which may be built prospectively)

<u>FY Ending December 31,</u>	<u>Actuarially Determined Contribution*</u>	<u>Actual Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll**</u>	<u>Actual Contribution as a % of Covered Payroll</u>
2005					
2006					
2007					
2008					
2009					
2010					
2011					
2012					
2013					
2014	\$ 3,029,289	\$ 3,100,000	\$ (70,711)	\$ 10,418,891	29.75%

SCHEDULE OF INVESTMENT RETURNS MULTIYEAR

Last 10 Fiscal Years (which may be built prospectively)

<u>FY Ending</u> <u>December 31,</u>	<u>Annual</u> <u>Return¹</u>
2005	
2006	
2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	4.43 %

¹ Annual money-weighted rate of return, net of investment expenses.

ASSET ALLOCATION

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return *
US Large Cap Fundamental Equ	4.00%	9.13%
US Large Cap Index	13.00%	8.00%
US Small Cap Equity	1.00%	10.16%
US Small/Mid Cap Equity Index	3.00%	8.00%
World Equity ex-US	13.00%	9.40%
Emerging Markets Equity	4.00%	9.66%
Core Fixed Income	13.00%	6.54%
Limited Duration Bonds	12.00%	5.60%
US High Yield	3.00%	7.67%
Emerging Markets Debt	5.00%	8.75%
Diversified Short Term Fixed Inc	9.00%	5.84%
Short Term Corporate Fixed Inc	3.00%	4.90%
Dynamic Asset Allocation	6.00%	10.32%
Multi-Asset	6.00%	7.10%
Structured Credit	3.00%	10.22%
Private Real Estate	2.00%	7.53%
Total	100.00%	

The figures in the above table were supplied by the Huron-Clinton Metropolitan Authority Employees' Retirement Plan's investment consultant. Gabriel, Roeder, Smith & Company does not provide investment advice.

CALCULATION OF THE SINGLE DISCOUNT RATE

GASB Statement No. 67 includes a specific requirement for the discount rate that is used for the purpose of the measurement of the Total Pension Liability. This rate considers the ability of the fund to meet benefit obligations in the future. To make this determination, employer contributions, employee contributions, benefit payments, expenses and investment returns are projected into the future. The Plan Net Position (assets) in future years can then be determined and compared to its obligation to make benefit payments in those years. As long as assets are projected to be on hand in a future year, the assumed valuation discount rate is used. In years where assets are not projected to be sufficient to meet benefit payments, the use of a “risk-free” rate is required, as described in the following paragraph.

The Single Discount Rate (SDR) is equivalent to applying these two rates to the benefits that are projected to be paid during the different time periods. The SDR reflects (1) the long-term expected rate of return on pension plan investments (during the period in which the fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating (which is published by the Federal Reserve) as of the measurement date (to the extent that the contributions for use with the long-term expected rate of return are not met).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.25%; the municipal bond rate is 3.56%; and the resulting Single Discount Rate is 7.25%.

The tables in this section provide background for the development of the Single Discount Rate.

The **Projection of Contributions** table shows the development of expected contributions in future years. Normal Cost contributions for future hires are not included (nor are their liabilities).

Expected Contributions are developed based on the following:

- Member Contributions for current members
- Normal Cost contributions for current members
- Unfunded Liability contributions for current and future members

The **Projection of Plan Fiduciary Net Position** table shows the development of expected asset levels in future years.

The **Present Values of Projected Benefit Payments** table shows the development of the SDR. It breaks down the benefit payments into present values for funded and unfunded portions and shows the equivalent total at the SDR.

Results in this section of the report are not rounded, and are shown as dollar amounts without the additional digits.

SENSITIVITY OF THE NET PENSION LIABILITY TO THE SINGLE DISCOUNT RATE ASSUMPTION

Single Discount Rate

A Single Discount Rate of 7.25% was used to measure the total pension liability. This Single Discount Rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this Single Discount Rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Regarding the sensitivity of the net pension liability to changes in the Single Discount Rate, the following presents the plan's net pension liability, calculated using a Single Discount Rate of 7.25%, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher:

	1% Decrease	Current Single Discount Rate	1% Increase
	6.25%	7.25%	8.25%
Total Pension Liability	\$ 76,170,558	\$ 68,503,084	\$ 61,950,386
Plan Fiduciary Net Position	51,339,972	51,339,972	51,339,972
Net Pension Liability/(Asset)	\$ 24,830,586	\$ 17,163,112	\$ 10,610,414

SINGLE DISCOUNT RATE DEVELOPMENT PROJECTION OF CONTRIBUTIONS

Year	Payroll for Current Employees	Contributions from Current Employees	Normal Cost and Expense Contributions	UAL Contributions	Total Contributions
0	\$ 10,418,891				
1	10,343,123	\$ -	\$ 1,004,739	\$ 1,756,932	\$ 2,761,671
2	10,170,239	-	984,884	1,710,889	2,695,773
3	9,981,453	-	964,245	1,673,000	2,637,246
4	9,760,924	-	941,182	1,368,785	2,309,967
5	9,489,443	-	913,781	1,325,615	2,239,397
6	9,154,142	-	880,687	1,325,615	2,206,302
7	8,735,853	-	838,089	1,325,615	2,163,705
8	8,275,185	-	789,973	1,325,615	2,115,588
9	7,819,808	-	742,283	1,325,615	2,067,899
10	7,367,019	-	695,071	1,325,615	2,020,687
11	6,938,097	-	651,802	1,325,615	1,977,417
12	6,521,634	-	610,447	1,325,615	1,936,062
13	6,073,562	-	565,568	1,325,615	1,891,184
14	5,618,318	-	520,438	1,325,615	1,846,054
15	5,184,388	-	477,831	1,325,615	1,803,446
16	4,751,289	-	436,137	1,325,615	1,761,753
17	4,306,273	-	393,951	1,325,615	1,719,566
18	3,853,434	-	351,336	1,325,615	1,676,951
19	3,397,249	-	308,547	1,325,615	1,634,163
20	2,957,270	-	267,286	1,325,615	1,592,902
21	2,531,932	-	227,483	1,325,615	1,553,099
22	2,109,329	-	188,092	1,325,615	1,513,707
23	1,726,496	-	152,614	1,325,615	1,478,229
24	1,394,160	-	122,025	1,325,615	1,447,640
25	1,099,811	-	95,098	1,325,615	1,420,713
26	846,229	-	72,170	1,325,615	1,397,785
27	631,941	-	52,936	1,325,615	1,378,552
28	464,745	-	38,088	-	38,088
29	333,911	-	26,604	-	26,604
30	232,740	-	17,870	-	17,870
31	157,006	-	11,539	-	11,539
32	101,068	-	7,051	-	7,051
33	64,988	-	4,248	-	4,248
34	41,673	-	2,572	-	2,572
35	24,197	-	1,404	-	1,404
36	13,200	-	753	-	753
37	5,766	-	317	-	317
38	2,505	-	138	-	138
39	854	-	48	-	48
40	-	-	-	-	-
41	-	-	-	-	-
42	-	-	-	-	-
43	-	-	-	-	-
44	-	-	-	-	-
45	-	-	-	-	-
46	-	-	-	-	-
47	-	-	-	-	-
48	-	-	-	-	-
49	-	-	-	-	-
50	-	-	-	-	-

SINGLE DISCOUNT RATE DEVELOPMENT PROJECTION OF CONTRIBUTIONS (CONCLUDED)

Year	Payroll for Current Employees	Contributions from Current Employees	Normal Cost and Expense Contributions	UAL Contributions	Total Contributions
51	-	-	-	-	-
52	-	-	-	-	-
53	-	-	-	-	-
54	-	-	-	-	-
55	-	-	-	-	-
56	-	-	-	-	-
57	-	-	-	-	-
58	-	-	-	-	-
59	-	-	-	-	-
60	-	-	-	-	-
61	-	-	-	-	-
62	-	-	-	-	-
63	-	-	-	-	-
64	-	-	-	-	-
65	-	-	-	-	-
66	-	-	-	-	-
67	-	-	-	-	-
68	-	-	-	-	-
69	-	-	-	-	-
70	-	-	-	-	-
71	-	-	-	-	-
72	-	-	-	-	-
73	-	-	-	-	-
74	-	-	-	-	-
75	-	-	-	-	-
76	-	-	-	-	-
77	-	-	-	-	-
78	-	-	-	-	-
79	-	-	-	-	-
80	-	-	-	-	-
81	-	-	-	-	-
82	-	-	-	-	-
83	-	-	-	-	-
84	-	-	-	-	-
85	-	-	-	-	-
86	-	-	-	-	-
87	-	-	-	-	-
88	-	-	-	-	-
89	-	-	-	-	-
90	-	-	-	-	-
91	-	-	-	-	-
92	-	-	-	-	-
93	-	-	-	-	-
94	-	-	-	-	-
95	-	-	-	-	-
96	-	-	-	-	-
97	-	-	-	-	-
98	-	-	-	-	-
99	-	-	-	-	-
100	-	-	-	-	-

SINGLE DISCOUNT RATE DEVELOPMENT PROJECTION OF PLAN FIDUCIARY NET POSITION

Year	Projected Beginning Plan Net Position	Projected Total Contributions	Projected Benefit Payments	Projected Investment Earnings at 7.25%	Projected Ending Plan Net Position
	(a)	(b)	(c)	(d)	(e)=(a)+(b)-(c)+(d)
1	\$ 51,339,972	\$ 2,761,671	\$ 3,942,523	\$ 3,680,091	\$ 53,839,211
2	53,839,211	2,695,773	4,091,626	3,853,628	56,296,986
3	56,296,986	2,637,246	4,256,424	4,023,863	58,701,671
4	58,701,671	2,309,967	4,449,546	4,179,668	60,741,760
5	60,741,760	2,239,397	4,650,640	4,317,899	62,648,416
6	62,648,416	2,206,302	4,850,597	4,447,832	64,451,953
7	64,451,953	2,163,705	5,133,488	4,566,996	66,049,165
8	66,049,165	2,115,588	5,405,247	4,671,401	67,430,907
9	67,430,907	2,067,899	5,660,280	4,760,795	68,599,320
10	68,599,320	2,020,687	5,912,046	4,834,857	69,542,818
11	69,542,818	1,977,417	6,131,597	4,893,900	70,282,538
12	70,282,538	1,936,062	6,331,307	4,938,944	70,826,237
13	70,826,237	1,891,184	6,528,761	4,969,731	71,158,392
14	71,158,392	1,846,054	6,717,740	4,985,475	71,272,180
15	71,272,180	1,803,446	6,903,060	4,985,606	71,158,172
16	71,158,172	1,761,753	7,066,997	4,970,017	70,822,946
17	70,822,946	1,719,566	7,207,609	4,939,203	70,274,105
18	70,274,105	1,676,951	7,335,537	4,893,338	69,508,857
19	69,508,857	1,634,163	7,450,343	4,832,244	68,524,921
20	68,524,921	1,592,902	7,542,840	4,756,145	67,331,128
21	67,331,128	1,553,099	7,610,845	4,665,756	65,939,137
22	65,939,137	1,513,707	7,660,840	4,561,653	64,353,657
23	64,353,657	1,478,229	7,659,027	4,445,506	62,618,366
24	62,618,366	1,447,640	7,612,302	4,320,272	60,773,977
25	60,773,977	1,420,713	7,526,975	4,188,634	58,856,349
26	58,856,349	1,397,785	7,398,212	4,053,376	56,909,298
27	56,909,298	1,378,552	7,234,715	3,917,352	54,970,487
28	54,970,487	38,088	7,039,861	3,735,987	51,704,702
29	51,704,702	26,604	6,808,617	3,507,044	48,429,733
30	48,429,733	17,870	6,548,971	3,278,545	45,177,177
31	45,177,177	11,539	6,265,623	3,052,601	41,975,695
32	41,975,695	7,051	5,967,621	2,830,948	38,846,073
33	38,846,073	4,248	5,656,947	2,615,015	35,808,388
34	35,808,388	2,572	5,335,162	2,406,184	32,881,981
35	32,881,981	1,404	5,013,566	2,205,432	30,075,251
36	30,075,251	753	4,689,367	2,013,467	27,400,104
37	27,400,104	317	4,374,406	1,830,721	24,856,735
38	24,856,735	138	4,064,856	1,657,345	22,449,362
39	22,449,362	48	3,758,772	1,493,709	20,184,347
40	20,184,347	-	3,462,209	1,340,056	18,062,195
41	18,062,195	-	3,175,914	1,196,397	16,082,677
42	16,082,677	-	2,900,942	1,062,675	14,244,410
43	14,244,410	-	2,637,739	938,775	12,545,445
44	12,545,445	-	2,386,725	824,540	10,983,260
45	10,983,260	-	2,148,105	719,780	9,554,935
46	9,554,935	-	1,922,283	624,269	8,256,921
47	8,256,921	-	1,709,653	537,736	7,085,005
48	7,085,005	-	1,510,474	459,866	6,034,397
49	6,034,397	-	1,325,137	390,298	5,099,559
50	5,099,559	-	1,153,911	328,621	4,274,269

**SINGLE DISCOUNT RATE DEVELOPMENT
PROJECTION OF PLAN FIDUCIARY NET POSITION
(CONCLUDED)**

Year	Projected Beginning	Projected Total	Projected Benefit	Projected	Projected Ending Plan
	Plan Net Position	Contributions	Payments	Investment Earnings at 7.25%	Net Position
	(a)	(b)	(c)	(d)	(e)=(a)+(b)-(c)+(d)
51	\$ 4,274,269	\$ -	\$ 996,834	\$ 274,381	\$ 3,551,816
52	3,551,816	-	853,833	227,097	2,925,080
53	2,925,080	-	724,812	186,254	2,386,521
54	2,386,521	-	609,570	151,313	1,928,264
55	1,928,264	-	507,615	121,720	1,542,370
56	1,542,370	-	418,321	96,923	1,220,971
57	1,220,971	-	341,044	76,374	956,301
58	956,301	-	274,997	59,538	740,842
59	740,842	-	219,227	45,903	567,518
60	567,518	-	172,723	34,993	429,789
61	429,789	-	134,485	26,370	321,673
62	321,673	-	103,466	19,636	237,844
63	237,844	-	78,603	14,444	173,685
64	173,685	-	58,958	10,492	125,219
65	125,219	-	43,652	7,524	89,091
66	89,091	-	31,888	5,323	62,525
67	62,525	-	22,974	3,715	43,267
68	43,267	-	16,306	2,556	29,517
69	29,517	-	11,398	1,734	19,852
70	19,852	-	7,847	1,160	13,165
71	13,165	-	5,317	765	8,614
72	8,614	-	3,548	498	5,564
73	5,564	-	2,333	320	3,551
74	3,551	-	1,512	204	2,242
75	2,242	-	967	128	1,403
76	1,403	-	612	80	871
77	871	-	384	49	536
78	536	-	240	30	327
79	327	-	148	18	197
80	197	-	91	11	118
81	118	-	55	7	69
82	69	-	33	4	39
83	39	-	19	2	22
84	22	-	11	1	12
85	12	-	6	1	7
86	7	-	3	0	4
87	4	-	2	0	2
88	2	-	1	0	1
89	1	-	1	0	1
90	1	-	0	0	0
91	0	-	0	0	0
92	0	-	0	0	0
93	0	-	0	0	0
94	0	-	0	0	0
95	0	-	0	0	0
96	0	-	-	0	0
97	0	-	-	0	0
98	0	-	-	0	0
99	0	-	-	0	0
100	0	-	-	0	0

SINGLE DISCOUNT RATE DEVELOPMENT

PRESENT VALUES OF PROJECTED BENEFIT PAYMENTS

Year	Projected		Funded Portion of Benefit Payments	Unfunded Portion of Benefit Payments		Present Value of	Present Value of	Present Value of
	Beginning Plan Net Position	Projected Benefit Payments				Payments using Expected Return Rate (v)	Payments using Municipal Bond Rate (vf)	Benefit Payments using Single Discount Rate (sdr)
(a)	(b)	(c)	(d)	(e)		(f)=(d)*v ^{^(a)-.5}	(g)=(e)*vf ^{^(a)-.5}	(h)=((c)/(1+sdr) ^{^(a)-.5})
1	\$ 51,339,972	\$ 3,942,523	\$ 3,942,523	\$ -		\$ 3,806,937	\$ -	\$ 3,806,937
2	53,839,211	4,091,626	4,091,626	-		3,683,833	-	3,683,833
3	56,296,986	4,256,424	4,256,424	-		3,573,153	-	3,573,153
4	58,701,671	4,449,546	4,449,546	-		3,482,773	-	3,482,773
5	60,741,760	4,650,640	4,650,640	-		3,394,102	-	3,394,102
6	62,648,416	4,850,597	4,850,597	-		3,300,730	-	3,300,730
7	64,451,953	5,133,488	5,133,488	-		3,257,093	-	3,257,093
8	66,049,165	5,405,247	5,405,247	-		3,197,686	-	3,197,686
9	67,430,907	5,660,280	5,660,280	-		3,122,201	-	3,122,201
10	68,599,320	5,912,046	5,912,046	-		3,040,629	-	3,040,629
11	69,542,818	6,131,597	6,131,597	-		2,940,370	-	2,940,370
12	70,282,538	6,331,307	6,331,307	-		2,830,899	-	2,830,899
13	70,826,237	6,528,761	6,528,761	-		2,721,852	-	2,721,852
14	71,158,392	6,717,740	6,717,740	-		2,611,317	-	2,611,317
15	71,272,180	6,903,060	6,903,060	-		2,501,963	-	2,501,963
16	71,158,172	7,066,997	7,066,997	-		2,388,233	-	2,388,233
17	70,822,946	7,207,609	7,207,609	-		2,271,097	-	2,271,097
18	70,274,105	7,335,537	7,335,537	-		2,155,158	-	2,155,158
19	69,508,857	7,450,343	7,450,343	-		2,040,921	-	2,040,921
20	68,524,921	7,542,840	7,542,840	-		1,926,582	-	1,926,582
21	67,331,128	7,610,845	7,610,845	-		1,812,543	-	1,812,543
22	65,939,137	7,660,840	7,660,840	-		1,701,118	-	1,701,118
23	64,353,657	7,659,027	7,659,027	-		1,585,748	-	1,585,749
24	62,618,366	7,612,302	7,612,302	-		1,469,533	-	1,469,533
25	60,773,977	7,526,975	7,526,975	-		1,354,836	-	1,354,836
26	58,856,349	7,398,212	7,398,212	-		1,241,640	-	1,241,640
27	56,909,298	7,234,715	7,234,715	-		1,132,121	-	1,132,121
28	54,970,487	7,039,861	7,039,861	-		1,027,160	-	1,027,160
29	51,704,702	6,808,617	6,808,617	-		926,266	-	926,266
30	48,429,733	6,548,971	6,548,971	-		830,716	-	830,716
31	45,177,177	6,265,623	6,265,623	-		741,048	-	741,048
32	41,975,695	5,967,621	5,967,621	-		658,091	-	658,091
33	38,846,073	5,656,947	5,656,947	-		581,661	-	581,661
34	35,808,388	5,335,162	5,335,162	-		511,491	-	511,491
35	32,881,981	5,013,566	5,013,566	-		448,167	-	448,167
36	30,075,251	4,689,367	4,689,367	-		390,850	-	390,850
37	27,400,104	4,374,406	4,374,406	-		339,952	-	339,952
38	24,856,735	4,064,856	4,064,856	-		294,541	-	294,541
39	22,449,362	3,758,772	3,758,772	-		253,951	-	253,951
40	20,184,347	3,462,209	3,462,209	-		218,102	-	218,102
41	18,062,195	3,175,914	3,175,914	-		186,543	-	186,543
42	16,082,677	2,900,942	2,900,942	-		158,873	-	158,873
43	14,244,410	2,637,739	2,637,739	-		134,693	-	134,693
44	12,545,445	2,386,725	2,386,725	-		113,637	-	113,637
45	10,983,260	2,148,105	2,148,105	-		95,362	-	95,362
46	9,554,935	1,922,283	1,922,283	-		79,568	-	79,568
47	8,256,921	1,709,653	1,709,653	-		65,983	-	65,983
48	7,085,005	1,510,474	1,510,474	-		54,355	-	54,355
49	6,034,397	1,325,137	1,325,137	-		44,462	-	44,462
50	5,099,559	1,153,911	1,153,911	-		36,100	-	36,100

SINGLE DISCOUNT RATE DEVELOPMENT

PRESENT VALUES OF PROJECTED BENEFIT PAYMENTS (CONCLUDED)

Year	Projected		Funded Portion of Benefit Payments	Unfunded Portion of Benefit Payments	Present Value of	Present Value of	Present Value of
	Beginning Plan Net Position	Projected Benefit Payments			Funded Benefit Payments using Expected Return Rate (v)	Unfunded Benefit Payments using Municipal Bond Rate (vf)	Benefit Payments using Single Discount Rate (sdr)
(a)	(b)	(c)	(d)	(e)	(f)=(d)*v^(a)-.5	(g)=(e)*vf^(a)-.5	(h)=((c)/(1+sdr)^(a-.5))
51	\$ 4,274,269	\$ 996,834	\$ 996,834	\$ -	\$ 29,078	\$ -	\$ 29,078
52	3,551,816	853,833	853,833	-	23,223	-	23,223
53	2,925,080	724,812	724,812	-	18,381	-	18,381
54	2,386,521	609,570	609,570	-	14,413	-	14,413
55	1,928,264	507,615	507,615	-	11,191	-	11,191
56	1,542,370	418,321	418,321	-	8,599	-	8,599
57	1,220,971	341,044	341,044	-	6,537	-	6,537
58	956,301	274,997	274,997	-	4,915	-	4,915
59	740,842	219,227	219,227	-	3,653	-	3,653
60	567,518	172,723	172,723	-	2,684	-	2,684
61	429,789	134,485	134,485	-	1,948	-	1,948
62	321,673	103,466	103,466	-	1,398	-	1,398
63	237,844	78,603	78,603	-	990	-	990
64	173,685	58,958	58,958	-	692	-	692
65	125,219	43,652	43,652	-	478	-	478
66	89,091	31,888	31,888	-	326	-	326
67	62,525	22,974	22,974	-	219	-	219
68	43,267	16,306	16,306	-	145	-	145
69	29,517	11,398	11,398	-	94	-	94
70	19,852	7,847	7,847	-	61	-	61
71	13,165	5,317	5,317	-	38	-	38
72	8,614	3,548	3,548	-	24	-	24
73	5,564	2,333	2,333	-	15	-	15
74	3,551	1,512	1,512	-	9	-	9
75	2,242	967	967	-	5	-	5
76	1,403	612	612	-	3	-	3
77	871	384	384	-	2	-	2
78	536	240	240	-	1	-	1
79	327	148	148	-	1	-	1
80	197	91	91	-	0	-	0
81	118	55	55	-	0	-	0
82	69	33	33	-	0	-	0
83	39	19	19	-	0	-	0
84	22	11	11	-	0	-	0
85	12	6	6	-	0	-	0
86	7	3	3	-	0	-	0
87	4	2	2	-	0	-	0
88	2	1	1	-	0	-	0
89	1	1	1	-	0	-	0
90	1	0	0	-	0	-	0
91	0	0	0	-	0	-	0
92	0	0	0	-	0	-	0
93	0	0	0	-	0	-	0
94	0	0	0	-	0	-	0
95	0	0	0	0	0	0	0
96	0	-	-	-	-	-	-
97	0	-	-	-	-	-	-
98	0	-	-	-	-	-	-
99	0	-	-	-	-	-	-
100	0	-	-	-	-	-	-
Totals					\$ 76,865,765	\$ -	\$ 76,865,765

GASB STATEMENT NO. 67 SUPPLEMENTARY INFORMATION

SUMMARY OF ACTUARIAL METHODS AND ASSUMPTIONS USED TO DETERMINE CONTRIBUTION RATES

The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated. Additional information as of the latest actuarial valuation is provided below:

Valuation Date: December 31, 2014

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry-Age Normal
Amortization Method	Level Dollar
Remaining Amortization Period	27 years
Asset Valuation Method	5-Year smoothed market
Wage Inflation	3.75%
Salary Increases	4.0% to 8.75% including inflation.
Investment Rate of Return	7.25% (net of administrative expenses)
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	RP-2000 Mortality Table for males and females projected to 2017.

Other Information:

Notes N/A



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Director
Subject: Update – Wolcott Mill Parking Lot
Date: May 6, 2015

Assets and Planning Manager Mike Brahm-Henkel will give a verbal update on the Wolcott Mill parking lot at the May 14 meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Director
Subject: Update – Interpretive Services
Date: May 6, 2015

Interpretive Services Manager Jennifer Hollenbeck will give a verbal update on Interpretive Services at the May 14 meeting.

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	22,459	23,362	22,281	1%
Wolcott Mill	4,842	5,695	4,814	1%
Stony Creek	35,037	34,568	32,702	7%
Indian Springs	7,150	5,615	6,513	10%
Kensington	64,503	60,613	58,359	11%
Huron Meadows	7,002	6,085	5,798	21%
Hudson Mills	17,659	20,109	19,955	-12%
Lower Huron/Willow/Oakwoods	39,260	39,080	38,534	2%
Lake Erie	15,019	13,748	14,167	6%
Monthly TOTALS	212,931	208,875	203,123	5%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 78,967	\$ 94,537	\$ 69,608	13%
\$ 199,828	\$ 205,118	\$ 136,180	47%
\$ 30,968	\$ 29,974	\$ 21,106	47%
\$ 215,854	\$ 210,570	\$ 149,260	45%
\$ 4,958	\$ 3,960	\$ 3,222	54%
\$ 48,572	\$ 67,538	\$ 47,092	3%
\$ 63,505	\$ 60,385	\$ 46,705	36%
\$ 70,107	\$ 68,834	\$ 48,518	44%
\$ 712,759	\$ 740,917	\$ 521,691	37%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	70,592	64,500	70,381	0%
Wolcott Mill	11,886	10,402	9,542	25%
Stony Creek	85,423	85,369	89,589	-5%
Indian Springs	15,219	11,654	15,434	-1%
Kensington	168,875	154,529	166,158	2%
Huron Meadows	20,906	22,472	18,337	14%
Hudson Mills	40,579	41,560	48,858	-17%
Lower Huron/Willow/Oakwoods	111,306	104,300	115,072	-3%
Lake Erie	34,063	31,590	34,748	-2%
Monthly TOTALS	558,849	526,376	568,118	-2%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 214,296	\$ 203,682	\$ 186,599	15%
\$ 434,071	\$ 429,534	\$ 361,980	20%
\$ 67,396	\$ 62,107	\$ 59,608	13%
\$ 493,112	\$ 468,402	\$ 411,224	20%
\$ 34,361	\$ 31,332	\$ 19,936	72%
\$ 124,255	\$ 139,284	\$ 123,750	0%
\$ 148,409	\$ 140,530	\$ 126,862	17%
\$ 141,962	\$ 136,192	\$ 122,303	16%
\$ 1,657,862	\$ 1,611,064	\$ 1,412,263	17%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 169,900	\$ 110,429	\$ 86,254	97%
Wolcott Mill	\$ 45,643	\$ 50,720	\$ 45,151	1%
Stony Creek	\$ 303,918	\$ 339,371	\$ 277,922	9%
Indian Springs	\$ 74,896	\$ 78,483	\$ 72,554	3%
Kensington	\$ 339,447	\$ 317,460	\$ 250,136	36%
Huron Meadows	\$ 57,034	\$ 53,644	\$ 48,699	17%
Hudson Mills	\$ 100,798	\$ 122,263	\$ 97,943	3%
Lower Huron/Willow/Oakwoods	\$ 121,974	\$ 131,001	\$ 107,359	14%
Lake Erie	\$ 120,573	\$ 150,357	\$ 134,866	-11%
Y-T-D TOTALS	\$1,334,183	\$1,353,727	\$1,120,884	19%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 345,758	\$ 246,018	\$ 235,757	97%
\$ 79,142	\$ 79,832	\$ 81,101	-2%
\$ 604,277	\$ 636,520	\$ 577,570	5%
\$ 131,976	\$ 133,329	\$ 144,903	-9%
\$ 735,834	\$ 669,885	\$ 605,949	21%
\$ 111,922	\$ 106,133	\$ 94,687	18%
\$ 208,204	\$ 224,989	\$ 202,462	3%
\$ 227,100	\$ 232,244	\$ 214,406	6%
\$ 214,412	\$ 240,375	\$ 242,904	-12%
\$ 2,658,626	\$ 2,569,325	\$ 2,399,739	11%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change
Eastern	167,901	160,271	169,511	-1%
Western	245,579	230,215	248,787	-1%
Southern	145,369	135,890	149,820	-3%

Y-T-D Total Revenue by Management Unit			
Current	Previous	Prev 3 Yr Avg	Change
1,029,178	962,370	894,428	15%
1,187,936	1,134,336	1,048,001	13%
441,512	472,619	457,310	-3%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

April, 2015

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	689	505	633	9%
Stony Creek	2,106	1,490	2,067	2%
Indian Springs	1,598	1,088	1,464	9%
Kensington	2,239	1,833	2,115	6%
Huron Meadows	1,956	1,502	1,638	19%
Hudson Mills	1,024	818	768	33%
Willow	1,607	1,185	1,173	37%
Lake Erie	1,594	984	1,307	22%
Total Regulation	12,813	9,405	11,166	15%
LSC Par 3	282	361	525	-46%
LSC Foot Golf	5	0	0	-
L. Huron Par 3	192	294	276	-30%
L. Huron Foot Golf	22	0	0	-
Total Golf	13,314	10,060	11,966	11%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 15,162	\$ 11,477	\$ 14,588	4%
\$ 53,430	\$ 88,202	\$ 94,214	-43%
\$ 34,975	\$ 34,510	\$ 40,967	-15%
\$ 53,276	\$ 55,738	\$ 59,044	-10%
\$ 44,780	\$ 43,730	\$ 41,413	8%
\$ 36,110	\$ 38,964	\$ 35,685	1%
\$ 37,570	\$ 53,386	\$ 43,575	-14%
\$ 29,643	\$ 60,396	\$ 65,386	-55%
\$ 304,945	\$ 386,404	\$ 394,870	-23%
\$ 1,844	\$ 2,092	\$ 2,710	-32%
\$ 35	\$ -	\$ -	-
\$ 1,492	\$ 2,059	\$ 1,708	-13%
\$ 124	\$ -	\$ -	-
\$ 308,440	\$ 390,555	\$ 399,288	-23%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	689	505	789	-13%
Stony Creek	2,106	1,490	2,397	-12%
Indian Springs	1,598	1,088	1,850	-14%
Kensington	2,239	1,833	2,815	-20%
Huron Meadows	1,956	1,502	2,209	-11%
Hudson Mills	1,024	818	787	30%
Willow	1,612	1,185	1,389	16%
Lake Erie	1,594	984	1,603	-1%
Total Regulation	12,818	9,405	13,839	-7%
LSC Par 3	286	361	617	-54%
LSC Foot Golf	5	0	0	-
L. Huron Par 3	192	294	276	-30%
L. Huron Foot Golf	22	0	0	-
Total Golf	13,323	10,060	14,732	-10%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 15,162	\$ 11,477	\$ 17,434	-13%
\$ 53,430	\$ 90,934	\$ 110,115	-51%
\$ 34,975	\$ 34,510	\$ 48,940	-29%
\$ 53,276	\$ 55,738	\$ 72,188	-26%
\$ 44,780	\$ 43,730	\$ 53,095	-16%
\$ 36,110	\$ 38,964	\$ 35,996	0%
\$ 37,679	\$ 53,486	\$ 47,798	-21%
\$ 29,643	\$ 60,521	\$ 70,913	-58%
\$ 305,054	\$ 389,361	\$ 456,480	-33%
\$ 1,866	\$ 2,092	\$ 3,174	-41%
\$ 35	\$ -	\$ -	-
\$ 1,492	\$ 2,059	\$ 1,708	-13%
\$ 124	\$ -	\$ -	-
\$ 308,571	\$ 393,512	\$ 461,362	-33%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	0	0	0	-
KMP Splash	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ -	-
\$ 800	\$ 400	\$ 283	182%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 800	\$ 400	\$ 283	182%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	0	0	0	-
KMP Splash	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ -	-
\$ 2,050	\$ 1,000	\$ 683	200%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 2,050	\$ 1,000	\$ 683	200%

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	1	5	5	-81%
Shelters	0	0	0	-
Boat Launches	10	65	114	-91%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	9	14	9	-4%
Stony Creek				
Disc Golf Daily	2,206	2,187	2,344	-6%
Disc Golf Annual	46	27	20	130%
Total Disc Golf	2,252	2,214	2,364	-5%
Shelters	68	49	54	27%
Boat Rental	0	0	0	-
Boat Launches	150	66	74	102%
Indian Springs				
Shelters	1	1	5	-79%
Event Room	0	580	429	-
Kensington				
Disc Golf Daily	5,165	2,942	3,102	67%
Disc Golf Annual	95	47	43	119%
Total Disc Golf	5,260	2,989	3,145	67%
Shelters	64	60	71	-10%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	6	3	4	38%
Boat Rental	0	0	13	-
Hudson Mills				
Disc Golf Daily	1,582	1,557	1,720	-8%
Disc Golf Annual	59	47	34	75%
Total Disc Golf	1,641	1,604	1,754	-6%
Shelters	18	16	22	-19%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	41	37	39	5%
Lake Erie				
Shelters	6	16	15	-60%
Boat Launches	2,294	1,822	1,774	29%
Marina	0	0	1	-

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair			
\$ 6,400	\$ 800	\$ 1,900	237%
\$ 7,850	\$ 10,900	\$ 9,767	-20%
\$ -	\$ -	\$ -	-
\$ -	\$ 78	\$ 31	-
\$ -	\$ -	\$ -	-
Wolcott			
\$ 2,100	\$ 1,600	\$ 2,237	-6%
Stony Creek			
\$ 6,618	\$ 4,371	\$ 4,671	42%
\$ 2,080	\$ 1,310	\$ 947	120%
\$ 8,698	\$ 5,681	\$ 5,617	55%
\$ 13,500	\$ 9,800	\$ 9,983	35%
\$ 5	\$ -	\$ -	-
\$ 20,400	\$ 20,400	\$ 23,800	-14%
Indian Springs			
\$ 600	\$ 200	\$ 833	-28%
\$ 2,170	\$ 5,700	\$ 3,570	-39%
Kensington			
\$ 10,561	\$ 5,884	\$ 6,109	73%
\$ 4,614	\$ 2,276	\$ 2,042	126%
\$ 15,175	\$ 8,160	\$ 8,151	86%
\$ 14,425	\$ 13,400	\$ 13,767	5%
\$ -	\$ -	\$ -	-
Huron Meadows			
\$ 1,200	\$ 600	\$ 750	60%
\$ -	\$ -	\$ 234	-
Hudson Mills			
\$ 4,746	\$ 3,114	\$ 3,441	38%
\$ 2,870	\$ 2,190	\$ 1,590	81%
\$ 7,616	\$ 5,304	\$ 5,031	51%
\$ 3,600	\$ 3,200	\$ 4,000	-10%
\$ -	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods			
\$ 8,800	\$ 8,150	\$ 7,233	22%
Lake Erie			
\$ 1,100	\$ 3,400	\$ 2,858	-62%
\$ -	\$ -	\$ -	-
\$ 9,939	\$ 9,677	\$ 9,001	10%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	14	14	15	-7%
Shelters	0	0	0	-
Boat Launches	10	65	205	-95%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	28	35	27	2%
Stony Creek				
Disc Golf Daily	2,553	2,348	3,425	-25%
Disc Annual	69	37	49	42%
Total Disc Golf	2,622	2,385	3,473	-25%
Shelters	156	125	160	-3%
Boat Rental	0	0	0	-
Boat Launches	155	66	76	105%
Indian Springs				
Shelters	14	13	15	-9%
Event Room	250	1,267	825	-70%
Kensington				
Disc Golf Daily	5,456	2,947	3,606	51%
Disc Annual	132	61	69	90%
Total Disc Golf	5,588	3,008	3,675	52%
Shelters	215	182	191	12%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	12	6	12	-3%
Boat Rental	0	0	18	-
Hudson Mills				
Disc Golf Daily	2,129	1,850	2,787	-24%
Disc Annual	112	72	89	26%
Total Disc Golf	2,241	1,922	2,876	-22%
Shelters	50	41	50	0%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
LH Shelters	111	107	128	-13%
Lake Erie				
Shelters	27	34	41	-34%
Boat Launches	2,651	1,996	2,633	1%
Marina	0	0	1	-

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair			
\$ 16,850	\$ 4,000	\$ 7,450	126%
\$ 24,425	\$ 21,725	\$ 26,392	-7%
\$ -	\$ -	\$ -	-
\$ -	\$ 78	\$ 31	-
\$ -	\$ -	\$ -	-
Wolcott			
\$ 7,200	\$ 7,100	\$ 7,350	-2%
Stony Creek			
\$ 11,658	\$ 4,694	\$ 6,824	71%
\$ 5,140	\$ 1,770	\$ 2,177	136%
\$ 16,798	\$ 6,464	\$ 9,001	87%
\$ 31,300	\$ 28,000	\$ 29,797	5%
\$ 5	\$ -	\$ -	-
\$ 22,025	\$ 21,900	\$ 24,367	-10%
Indian Springs			
\$ 2,700	\$ 2,600	\$ 2,833	-5%
\$ 16,210	\$ 18,500	\$ 18,770	-14%
Kensington			
\$ 10,852	\$ 5,894	\$ 7,117	52%
\$ 6,494	\$ 2,936	\$ 3,285	98%
\$ 17,346	\$ 8,830	\$ 10,402	67%
\$ 48,200	\$ 40,770	\$ 36,440	32%
\$ -	\$ -	\$ -	-
Huron Meadows			
\$ 2,400	\$ 1,400	\$ 2,233	7%
\$ -	\$ -	\$ 344	-
Hudson Mills			
\$ 6,387	\$ 3,700	\$ 5,575	15%
\$ 5,400	\$ 3,400	\$ 4,220	28%
\$ 11,787	\$ 7,100	\$ 9,795	20%
\$ 10,000	\$ 8,200	\$ 8,983	11%
\$ -	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods			
\$ 24,500	\$ 22,700	\$ 23,763	3%
Lake Erie			
\$ 5,900	\$ 7,800	\$ 7,192	-18%
\$ -	\$ -	\$ -	-
\$ 22,861	\$ 24,961	\$ 27,624	-17%

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	10,449	11,727	11,636	-10%	25,517	27,059	26,999	-5%
Wolcott Mill	2,493	3,234	2,872	-13%	4,807	6,426	6,478	-26%
Wolcott Farm	14,027	21,955	17,499	-20%	21,273	28,029	27,325	-22%
Stony Creek	16,674	12,741	14,928	12%	43,018	31,741	36,530	18%
Indian Springs	10,095	8,115	9,181	10%	20,162	24,134	23,710	-15%
Kens NC	27,891	28,503	30,404	-8%	72,671	66,488	76,539	-5%
Kens Farm	42,152	40,679	40,128	5%	53,104	62,451	66,009	-20%
Mobile Center	3,109	2,352	2,332	33%	11,552	6,765	8,930	29%
Hudson Mills	3,320	4,741	3,670	-10%	16,035	14,961	14,363	12%
Oakwoods	9,283	13,311	8,285	12%	30,410	38,755	34,470	-12%
Lake Erie	2,226	11,098	8,537	-74%	9,004	39,059	28,963	-69%
Totals	141,719	158,456	149,471	-5%	307,553	345,868	350,316	-12%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 1,223	\$ 1,714	\$ 1,941	-37%	\$ 5,388	\$ 6,908	\$ 5,820	-7%
Wolcott Mill	\$ 641	\$ 1,505	\$ 853	-25%	\$ 4,285	\$ 4,376	\$ 3,311	29%
Wolcott Farm	\$ 19,561	\$ 16,926	\$ 17,127	14%	\$ 26,094	\$ 19,215	\$ 21,014	24%
Wagon Rides	\$ -	\$ 2,954	\$ 1,796	-	\$ -	\$ 2,954	\$ 1,980	-
Livestock/Produce	\$ 4,833	\$ 11,030	\$ 4,728	2%	\$ 13,372	\$ 21,792	\$ 20,904	-36%
FARM TOTAL	\$ 24,394	\$ 30,910	\$ 23,651	3%	\$ 39,466	\$ 43,961	\$ 43,898	-10%
Stony Creek	\$ 1,583	\$ 1,161	\$ 1,344	18%	\$ 7,002	\$ 5,952	\$ 8,023	-13%
Indian Springs	\$ 2,395	\$ 4,278	\$ 4,134	-42%	\$ 6,452	\$ 11,462	\$ 11,690	-45%
Kens NC	\$ 1,262	\$ 1,852	\$ 1,714	-26%	\$ 5,482	\$ 5,805	\$ 5,387	2%
Kens Farm	\$ 7,596	\$ 8,840	\$ 6,478	17%	\$ 23,483	\$ 20,435	\$ 20,512	14%
Wagon Rides	\$ 4,102	\$ 4,289	\$ 3,252	26%	\$ 12,064	\$ 7,731	\$ 6,823	77%
Livestock/Produce	\$ 1,958	\$ 1,209	\$ 769	155%	\$ 9,571	\$ 7,575	\$ 6,692	43%
FARM TOTAL	\$ 13,656	\$ 14,338	\$ 10,498	30%	\$ 45,118	\$ 35,741	\$ 34,028	33%
Mobile Center	\$ 1,953	\$ 1,621	\$ 1,684	16%	\$ 9,915	\$ 6,493	\$ 5,703	74%
Hudson Mills	\$ 764	\$ 2,594	\$ 1,867	-59%	\$ 6,700	\$ 6,871	\$ 6,548	2%
Oakwoods	\$ 509	\$ 1,236	\$ 1,366	-63%	\$ 3,251	\$ 3,555	\$ 4,169	-22%
Lake Erie	\$ 1,418	\$ 1,179	\$ 858	65%	\$ 4,988	\$ 1,958	\$ 2,248	122%
Totals	\$ 49,798	\$ 62,388	\$ 49,909	0%	\$ 138,046	\$ 133,081	\$ 130,825	6%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	60	1,923	82	2,401
Wolcott Mill	7	264	14	603
Wolcott Farm	66	6,416	86	7,763
Stony Creek	45	959	36	1,220
Indian Springs	122	3,993	49	2,129
Kens NC	31	1,037	27	584
Kens Farm	212	5,288	182	4,667
Mobile Center				
Hudson Mills	11	302	12	1,069
Oakwoods	18	422	29	839
Lake Erie	18	1,061	13	586
Totals	590	21,665	530	21,861

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
5	121	14	752
-	-	-	-
1	900	4	1,702
3	370	-	-
12	984	4	241
6	646	8	829
-	-	-	-
57	3,109	51	2,352
3	518	1	370
2	145	11	1,701
-	-	9	289
89	6,793	102	8,236

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	8,405	8,574
Wolcott Mill	2,229	2,631
Wolcott Farm	6,711	12,490
Stony Creek	15,345	11,521
Indian Springs	5,118	5,745
Kens NC	26,208	27,090
Kens Farm	36,864	36,012
Mobile Center		
Hudson Mills	2,500	2,500
Oakwoods	8,716	10,771
Lake Erie	1,165	10,223
Totals	113,261	127,557

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

"OTHER VISITORS" - Represents patrons to interpretive centers who visit to view exhibits, walk trails, and generally just enjoy the outdoors.