AGENDA

Huron-Clinton Metropolitan Authority Board of Commission Meeting June 12, 2014 – 10:30 a.m.

Lake St. Clair Metropark - Thomas Welsh Activity Center

- 1. Chairman's Statement
- **2.** Public Participation
- 3. Minutes May 8, 2014 Regular Meeting
- **4.** Approval June 12, 2014 Agenda

Consent Agenda

- 5. Approval June 12, 2014 Consent Agenda
 - a. Vouchers May 2014
 - **b.** Financial Statements May 2014
 - **c.** Approval Amended Chief Pontiac Program Committee Use Agreement, Kensington Metropark (pg. 1)
 - d. Approval Amended Heavner Canoe Livery Agreement, Kensington Metropark (pg. 5)
 - e. Update REI Grant (pg. 9)
 - f. Approval HEART Lab Cooperative Agreement (pg. 11)
 - g. Donations (pg. 39)

Regular Agenda

- **6.** Legislative Report (pg. 41)
- **7.** Update Park Operations
- 8. Reports
 - A. Indian Springs Metropark
 - 1. Bids Iron Removal System (pg. 47)
 - **B.** Administrative Office
 - 1. Update Capital Projects (pg. 49)
 - 2. Update Marketing (pg. 51)
 - 3. Update Introduction to Metroparks Fundraising (pg. 55)

AGENDA

Huron-Clinton Metropolitan Authority Board of Commission Meeting June 12, 2014 – 10:30 a.m.

Lake St. Clair Metropark – Thomas Welsh Activity Center Page Two

- 8. Reports
 - B. Administrative Office
 - 4. 2013 Audited Financial Statements Separate Attachment (pg. 57)
 - 5. Five-Year-Plan Projections, 2015 through 2019 Separate Attachment (pg. 59)
- 9. Election of Board Officers
- **10.** Staff Officer Report
- **11.** Other Business
- **12.** Commissioners' Comments
- **13.** Motion to Adjourn

The next regular Board of Commissioners meeting will be held <u>Thursday</u>, <u>July 10</u>, <u>2014</u> at <u>10:30 a.m.</u> at the Environmental Discovery Center at Indian Springs Metropark.

The Storm Water Greenscape dedication will take place at 12:30 p.m. following the June 12 Board meeting in the parking lot area.

Light refreshments will be available after the dedication.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners

From: Joseph W. Colaianne, Corporation Counsel

Subject: Approval – Amended Chief Pontiac Programs Committee Use Agreement

Location: Kensington Metropark, Oakland County

Date: June 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the amendment to the Chief Pontiac Programs Use Agreement dated June 17, 2013 as recommended by Corporation Counsel Joseph W. Colaianne and staff.

Background: In June 2013, the Metroparks entered into a 10-year agreement with the Chief Pontiac Programs Committee, a Michigan non-profit corporation ("CPPC") to provide services, instruction and interpretations of historical arts, which includes blacksmithing, pioneer cooking, woodcraft, fabric arts, and other historical life skills at Kensington Metropark. This agreement also authorized CPPC to construct shelters to accommodate its programs. CPPC intends to charge programming fees, and the attached proposed amendment would require that CPPC pay the Metroparks 10 percent of the gross revenue received from the fees, but not less than \$5.00 per fee charged to persons participating in CPPC programs. In addition, the amendment clarifies the termination date of the original agreement.

FIRST AMENDMENT

HCMA ("Authority") – CHIEF PONTIAC PROGRAMS COMMITTEE ("CPPC") AGREEMENT

WHEREAS, the Authority and CPPC do agree this	_ day of June, 2014 to amend the HCMA
- CPPC Agreement dated June 17, 2013 to read as follows:	

Page 5, Paragraph u) Operations

- i. CPPC shall not operate at KLHV any time when unsafe weather conditions exist or are imminent, as determined by KMP in its sole discretion.
- ii. KMP Park Operation staff has the discretion to limit hours of operation of CPPC at KLHV if the operation conflicts with another park event.
- iii. Fees and charges may be established by CPPC. The Authority reserves the right to approve such rates, which approval will not be unreasonably withheld. For the costs associated with KMP's operations and as part of the consideration of this Agreement, CPPC agrees to pay the Authority 10% of the gross revenue received from the fees or charges, but not less than \$ 5.00 per fee charged to persons participating in CPPC programs. Upon reasonable written request by the Authority, CPPC will allow the Authority's Controller or designee, to audit, to examine, and to make copies of or extracts from accounting records (in whatever form the records may be kept, whether written, electronic or other) relating to or pertaining to this Agreement.
- iv. Dates of operation will be established and agreed to by both Parties on an annual basis; during which the hours of operation will be 9:00 a.m. to sunset, unless otherwise agreed between the Parties. Request to operate outside the established Park Operating Hours shall be pre-approved in writing by authorized KMP staff.

Page 5, Paragraph w) Term and Termination

The term of this Agreement ("Term") shall be ten (10) years commencing on June 17, 2013 and ending June 16, 2023, unless otherwise terminated as provided in this Agreement. This Agreement may be extended only by mutual written agreement of the Parties.

This Agreement may be terminated be either Party for any reason, effective immediately upon providing written notice of termination to the other Party. CPPC shall have ninety (90) days after date of termination to remove the KLHV including but not necessarily limited to all tangible personal property it has provided, fixtures and items, such as bellows, anvils, tools, benches, cooking equipment, and to restore the site as required by Section r of this Agreement.

All other conditions of the Agreement dated June 17, 2013 between the Parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto agree to the foregoing amendment to the HCMA-CPPC Agreement dated June 17, 2013.

CHIEF PONTIAC PROGRAMS COMMITTEE:

BY: _	Richard Russell, Chairman	DATE:	
Winte	essed:		
UI ID.	Print Name: ON-CLINTON METROPOLITAN		
HUK	ON-CLINION METROPOLITAN	AUTHORITY:	
BY:	John E. La Belle, Chairperson	DATE:	
	Robert W. Marans, Secretary	DATE:	



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners

From: Joseph W. Colaianne, Corporation Counsel

Subject: Approval – Amended Heavner Canoe Livery Agreement

Location: Kensington Metropark, Oakland County

Date: June 5, 2014

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 Corporation Counsel Joseph W. Colaianne and staff.

Background: In May 2013, the Metroparks entered into an agreement with Heavner Canoe Rental to provide canoe and kayak rental and trips at the East Shore Fishing site at Kensington Metropark. The proposed amendment would modify 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. Finally, Heavner requested permission to place a sign. The amendment to the agreement would allow for signage subject to Metroparks' approval of size, design materials and sign placement.

Attachment: Amended Heavner Canoe Livery Agreement

AMENDMENT

HCMA ("Authority") – HEAVNER CANOE RENTAL ("Heavner") AGREEMENT

WHEREAS, the Authority and Heavner do agree this _____ day of June, 2014 to amend the HCMA – HEAVNER Agreement dated May 19, 2013 to read as follows:

Page 1, section b) to read as follows:

- b) Set up at the site designated at the location, as hereinafter defined, including but not limited to providing a 12 x 12 temporary tent or trailer, securely anchored, and placed on the grassy area between the farm office and restaurant/food building. The facility will be set up at the following location ("Location"):
 - Farm Center, Kensington Metropark, Milford, Michigan
 - Parking: Guest parking would be provided at the overflow lot, across from the farm center and also at shore fishing. Heavner shuttles will be provided to shuttle customers from shore fishing to the Farm Center using 12-seat passenger vans.

Page 1, section c), first paragraph 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 be the 15th of every month for the previous month's gross revenue, commencing on May 15, 2014 and ending on October 15, 2014, as herein described. All sales from the previous month are to be reported to the Park Operations Department by noon on the first day of the month. Sales reports are to itemize gross sales by trip description and fee charged.

Page 4, section k), subsections iii. and iv., and to add vii. to read as follows:

- iii. Fees and charges will be set by Heavner as herein described. Maximum fees charged will be the following:
 - Kensington Group Camp to Farm Center; 1-1.5 hours; \$25.00 per boat; Heavner shuttle to Kensington Group Camp; Customer paddles to Farm Center.
 - Milford Central Park, Milford to Farm Center; 2-2.5 hours; \$30.00 per boat; shuttle drops off at Central Park, Milford; customer paddles to Farm Center.
 - Heavner Canoe Livery (Proud Lake), Milford to Farm Center; 3.5-4 hours; \$35.00 per boat; customer paddles to Farm Center.

Any group discounts from set fees are at Heavner's sole discretion.

- iv. Hours of operation are established as being May 15, 2014 through October 15, 2014. The facility will operate Friday 12:00 P.M. to 6:00 P.M.; and Saturday and Sunday 10:00 A.M. to 7:00 P.M.. Operation at other times will be available by advance reservation.
- vii. Subject to the Authority's approval as to the number of signs, size, design, materials and sign placement, Heavner may post signage at the Farm Center overflow lot advertising and directing the public to the Location for canoe trips. Any and all signs constructed and placed at the Location shall be constructed in a workmanlike manner and maintained by Heavner. The Authority reserves the right to remove signs following the termination of this contract or following Labor Day whichever is sooner, or that pose, in the Authority's sole discretion, a danger to the safety of the public.

Page 4, section m), to read as follows:

The term of this Agreement ("Term") shall commence on the 15th of May 2014 and expire on 15th of September, 2014.

This Agreement may terminated by either party, effective immediately upon providing written notice of termination to the other party.

All other conditions of the Agreement between the Parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto agree to the foregoing amendment to the HCMA – HEAVNER CANOE RENTAL Agreement dated May 10, 2012.

HEAVNER CANOE RENTAL:

BY: _	Alan Heavner, President	DATE:
Witne	ess:	
	Print Name:	
<u>HUR</u>	ON-CLINTON METROPOLITAN	AUTHORITY:
BY:	John E. La Belle, Chairperson	DATE:
	Robert W. Marans, Secretary	DATE:



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners

From: Paul Muelle, Natural Resources & Environmental Compliance Manager

Subject: Update – REI Grant

Date: June 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the report on the REI Grant as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Background: Each year, Recreational Equipment Incorporated (REI) provides grants to select non-profit organizations that promote and support outdoor activities and stewardship of the environment.

Organizations must first be nominated to participate in the grant process by the local REI Store. If nominated, proposals are then submitted to the REI corporate organization for grant consideration. This year, REI has awarded the Metroparks Foundation \$15,000 in support of natural resources stewardship activity and natural resource management programs in the Metroparks, including engaging volunteers to assist staff with kayak launch improvements on the Huron River, creating and improving hiking trails at Indian Springs and Lower Huron Metroparks, and in general support of habitat improvement and promoting volunteer stewardship activities.

This is the sixth year that REI has supported the Metroparks environmental stewardship activities with funding over that period totaling \$58,850.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners

From: Paul Muelle, Natural Resources & Environmental Compliance Manager

Subject: HEART Freshwater Center

Location: Lake St. Clair Metropark, Macomb County

Date: June 5, 2014

Action Requested: Motion to Approve Agreement

That the Board of Commissioners approve the attached Cooperative Agreement with Wayne State University and authorize the Director to execute agreements related to this project, as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

Background: The HEART Freshwater Center is a cooperative effort between the Metroparks, Macomb County, Macomb County Community College, and Wayne State University for the purpose of developing and operating field research facilities to promote water quality awareness, conduct research, provide educational opportunities. As part of this collaboration through the HEART partnership, Wayne State University has proposed the development and operation of a field research facility at Lake St. Clair Metropark.

Space for the field research facility has been identified in the Administration/Concession building at Lake St. Clair Metropark. A Work Order was previously presented by the Manager of Assets and Development and approved by the Board at its April 17, 2014 meeting for facility upgrades which are now complete.

A \$100,000 grant from the Department of Environmental Quality (MDEQ) has been awarded to the Metroparks for the purchase of equipment to support the facility. A major component of this project will be the development of a water testing facility at Lake St. Clair Metropark with the intent of developing and validating rapid testing for beach water quality using quantitative polymerase chain reaction (qPCR) methodologies. If validated, this process could give beach water quality results in two to three hours rather than the current 24 hours required for test results.

Corporation Counsel has reviewed and revised the attached Cooperative Agreement and recommended approval. The Contract between the MDEQ and HCMA for the equipment grant is also attached.

Attachments: HEART Lab Cooperative Agreement

MDEQ/HCMA Equipment Grant

COOPERATIVE AGREEMENT

between the

Huron-Clinton Metropolitan Authority

and

Wayne State University

This Cooperative Agreement dated and effective as of the ____ day of ____ 2014 between Huron-Clinton Metropolitan Authority, a public body corporate, whose address is 13000 High Ridge Drive, Brighton, MI 48114 ("HCMA"), and Wayne State University, a Michigan public university, whose address is 42 W. Warren Ave. Detroit, MI 48202 ("WSU"). In this Agreement, either HCMA or WSU may be referred individually as "Party" or collectively as "Parties."

RECITALS:

WHEREAS, the HEART Freshwater Center is a cooperative effort between the HCMA, Macomb County, Macomb County Community College, and Wayne State University for the purpose of developing and operating field research facilities within the Lake Huron to Lake Erie Corridor; and,

WHEREAS, the Parties collectively comprise the HEART Freshwater Center, and wish to promote water quality awareness, conduct research, provide educational opportunities or other activities within the Lake Huron to Lake Erie Corridor as aligned with the goals of the HEART Freshwater Center; and,

WHEREAS, HCMA owns certain property and facilities within the Lake Huron to Lake Erie corridor and specifically along the shoreline of Lake St. Clair known as Lake St. Clair Metropark, located at Harrison Township, Macomb County, Michigan; and,

WHEREAS, HCMA owns water testing equipment that is available under certain conditions to be used for and/or associated with collecting, processing, and testing of water for research purposes; and,

WHEREAS, WSU desires to establish a field station presence along the shoreline of Lake St. Clair to promote water quality awareness, conduct research, provide educational opportunities thru its cooperative efforts with the HEART Freshwater Center at the facilities owned by HCMA and using some of the equipment owned by HCMA to promote water quality awareness, conduct research, provide educational opportunities; and,

WHEREAS, HCMA, and WSU each wish to collaborate in the development and operation of a field research facility at Lake St. Clair Metropark now collectively referred to as the "WSU Field Station."

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

- 1. <u>Term</u>. The term of this Agreement shall begin on the date set forth in the first paragraph of this Agreement; following authorized signatures of all Parties and shall expire on the earlier of December 31, 2017, or when all obligations under this Agreement have been fulfilled as determined by both parties. However, notwithstanding the foregoing, either Party may terminate this Agreement upon sixty (60) days written notice to the other Party as provided in this Agreement.
- 2. <u>Consideration</u>. In consideration for the use of the property and facilities at Lake St. Clair Metropark, and as part of the HEART collaboration, WSU agrees to share with HCMA the cost of initial improvements to property and facilities as outlined in Attachment 'A' not to exceed \$40,000.00.
- 3. <u>Ownership</u>. It is understood that the WSU Field Station is, and shall at all times remain, the sole and exclusive property of HCMA. Other Parties using the WSU Field Station shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
- 4. Facility Use. Subject to the terms of this Agreement, HCMA agrees to allow WSU exclusive access and use of the WSU Field Station during regular business hours or other times as otherwise agreed between the Parties for the express use of promoting water quality awareness, conducting research, providing educational opportunities or other activities within the Lake Huron to Lake Erie Corridor as aligned with the goals of the HEART Freshwater Center. WSU shall also have exclusive control over the use of the WSU Field Station by third parties during the term of this Agreement and may permit or invite third parties to use the Facilities within WSU's discretion. WSU may collect a fee from third parties for use of the WSU Field Station without obligation to forward such fee to HCMA. It is understood and agreed that WSU will require all third parties that are invited to use of the WSU Field Station, to be subject to all terms and conditions of this Agreement, and any rules and regulations of HCMA.
- 5. <u>Maintenance</u>. WSU Field Station facilities maintenance, but not custodial or Water Testing Equipment (as set for the below), will be the responsibility of the HCMA. WSU agrees not to change, modify, repair, renovate or improve the WSU Field Station or personal property or fixtures that are the property of HCMA without the express written consent of the HCMA. Custodial needs of the WSU Field Station shall be the responsibility of WSU.
- 6. <u>Water Testing Equipment</u>. Subject to the terms of this Agreement HCMA agrees to allow WSU to use HCMA-owned water testing equipment both to develop a real time beach water testing protocol and for WSU-approved research. WSU will assign the highest priority to real time water testing.

The repair and maintenance of any and all water testing equipment, including water testing equipment owned by HCMA and used by WSU, or related or support equipment and all associated supplies required or utilized by WSU, its employees, officers, or agents in operation of the WSU Field Station shall be the responsibility of WSU with the exception of equipment under warranty or service contract, or other equipment owned and operated by another institution or entity using the WSU Field Station under

agreement with WSU, or damages to the equipment through the negligence, misconduct, error or omission of HCMA while operating the WSU Field Station.

- 7. <u>Limitations</u>. This Agreement pertains only to the confines of the WSU Field Station as described within this document and shown on Attachment 'A'. This Agreement does not allow access to other HCMA facilities or properties or suggest approval of research activities on properties or facilities of HCMA by WSU, HEART or other institutions, organization or their employees, officers, or agents without the expressed written consent of HCMA.
- 8. <u>Insurance</u>. Each Party shall agrees to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, commercial general liability insurance, including contractual liability, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. Each party will provide the other with a certificate or certificates of the insurance described herein upon request, which certificate or certificates shall name the other party to this Agreement, and its parent and subsidiaries, as additional insureds.
- 9. <u>Loss and Damage of Station</u>. In the event of any loss or damage to the WSU Field Station arising from the negligence or willful misconduct of WSU or any of its employees, officers, agents or volunteers while operating in or out of the WSU Field Station, WSU agrees to pay HCMA the reasonable cost to repair the WSU Field Station.
- 10. **No Warranties**. HCMA makes no express or implied warranties concerning the safety, condition or suitability of the WSU Field Station for any purpose.
- 11. <u>Liability</u>. To the extent permitted by law, each Party to this agreement shall be responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its employees, officers, agents or volunteers while operating the WSU Field Station. Except as otherwise provided in this Agreement, no Party is obligated to indemnify the other Party, or to hold harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, immunities and defenses available to it under the law.
- Notice of Claims. The Parties agree that a Party will promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of any services under this Agreement.
- 13. <u>Notice</u>. Any written notice required under the Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service to the following:

a. HCMA

Attn.: Paul Muelle, Natural Resources and Regulatory Compliance

13000 High Ridge Drive Brighton, MI 48114

Email: paul.muelle@metroparks.com

b. WSU

Attn.: Stephen M. Lanier Vice President for Research 5057 Woodward Ave. Suite 6407

Detroit MI 48202

Email: stephen.lanier@wayne.edu

- 14. Not an Employee. Although utilizing an HCMA facility, WSU, its employees, officers, agents or volunteers in the operation of the WSU Field Station shall not be considered agents or employees of the HCMA for any purpose. Likewise, HCMA, its employees, officers, agents or volunteers shall not be considered agents or employees of WSU for any purpose. It is understood by the Parties that this Agreement is not intended to create a joint venture or principal-agent relationship between the Parties and their respective employees, officers, agents or volunteers. Accordingly, WSU and employees of WSU shall not be entitled to any benefits that HCMA provides for its employees, including, but not limited to workers compensation. HCMA and its employees shall not be entitled to any benefits that WSU provides to its employees, including but not limited to workers compensation. Moreover, to the extent permitted by law, WSU agrees to indemnify, defend and hold harmless any claim asserted against HCMA by a WSU employee, officer, agent or volunteer for workers' compensation, or other benefits pursuant to the work or activities associated with this Agreement. Likewise, to the extent permitted by law, HCMA agrees to indemnify, defend and hold harmless any claim asserted against WSU by an HCMA employee, officer, agent or volunteer for workers' compensation or other benefits pursuant to the work or activities associated with this Agreement. Each Party shall be responsible and shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes for its respective employees.
- 15. <u>Assignment</u>. HCMA shall not assign this Agreement or its interest in the WSU Field Station without the prior notification to the Director of the WSU Field Station.
- 16. <u>Survival of Terms</u>. The Parties agree that any indemnification, hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.
- 17. <u>Counterparts.</u> This instrument may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original but all of which, taken together, shall constitute a single instrument.

- 18. <u>Severability</u>. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. In other words, in the event that a court of competent jurisdiction determines that any material provision contained in this Agreement is invalid or unenforceable, then such determination does not render the remainder of the terms of this agreement invalid, unenforceable or void.
- 19. <u>Governing Law & Jurisdiction</u>. This Agreement shall be governed by laws of the state of Michigan.
- 20. <u>Definitions.</u> The following words and expressions whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:
 - a. Facilities shall be defined as structures, parking lots, occupied and unoccupied buildings and their contents including but not limited to all electrical, mechanical (HVAC), plumbing, attached casework...
 - b. Property real property owned by the Huron-Clinton Metropolitan Authority located at– Lake St. Clair Metropark ("LSC Metropark")
 - c. WSU Employee shall be defined as Professor, Researcher, Graduate Student, Undergraduate Student, Full Time or Part-Time Employee.
 - d. WSU Agent Any affiliate WSU non-employee or volunteer or any Professor, Researcher, Graduate Student, Undergraduate Student, Full Time or Part-Time Employee of another research or educational institution or corporate entity who utilizes the WSU Field Station under permission granted by WSU.
- 21. Entire Agreement. This instrument constitutes the entire agreement between the Parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. The recitals shall be considered an integral part of the Agreement.

The Undersign execute this cooperative agreement on behalf of the respective Parties hereto, and by doing so legally obligates the Parties to the terms and conditions of this Agreement.

WAYNE STATE UNIVERSITY	HURON-CLINTON METROPOLITAN AUTHORITY
Ву:	Ву:
Title:	Title:
Date:	Date:

BEACH Act GRANT CONTRACT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND Huron-Clinton Metropolitan Authority

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality ("State") and the «Organization» ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Beaches Environmental Assessment and Coastal Health Act of 200. Legislative appropriation of funds for grant assistance is set forth in Public Act 53 of 2013. This Contract is subject to the terms and conditions specified herein.

Project Name:	HEART FRESHWA	ATER CENTER LABORATO	RY	Project #:	2013-7217	
Amount of grant:	\$100,000.00			% of grant sta	ate <u>0</u> / % of grant federal	100
Amount of match:	<u>\$58,200.00</u> =	37%		PROJECT To		
Start Date:	April 1, 2014			End Date:	September 30, 2	016
GRANTEE CONT	ACT:		STATE'S	CONTACT:		
Mr. Paul Muelle, C	hief of Natural Re	sources		n Briggs, Toxid	cologist	
Name/Title		(110111)	Name/Title	0.4.4.0.0.6		
HURON-CLINTON M	ETROPOLITAN AUTH	ORITY (HCMA)	Section	-SWAS Surfac	e Water Assessment	
Organization		-	Division/Burea	au/Office		
13000 High Ridge	Drive		P.O. Box 30	0458		
Address			Address			
Brighton, MI 48114	4-9058			l 48909-7958		
Address			Address	-00		
810-227-2757 Telephone Number			517-284-55 Telephone Nu			
n/a			517-373-99			
Fax Number			Fax Number			
Paul.Muelle@meti	roparks.com		Briggss4@	michigan.gov		
E-mail Address			E-mail Addres	SS		
Federal ID Number						
Grantee DUNS Number	er					
	ncies, and that the	by their signatures that parties will fulfill the to			gn this Grant Contract or ding any attached	1
FOR THE GRANT	EE:					
Signature				Da	e	
Paul Muelle, Chief	of Natural Resou	rces, HCMA				
Name/Title						
FOR THE STATE:						
Signature				Da	e	
WILLIAM CREAL, CHI WATER RESOURCES DI MICHIGAN DEPARTMEN	VISION	QUALITY				

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

- (A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.
- (B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one. All required supporting documentation (invoices, etc.) for expenses must be included with the report.

- (B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the contract. The Grantee shall submit the final progress report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Grant.
- (C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

- (D) All products shall acknowledge that the project was supported in whole or in part by the Nonpoint Source Program, Department of Environmental Quality, per the guidelines provided by the program.
- (E) If 25 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seg.

XI. LIABILITY

- (A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against

the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract, or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under this Contract.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (www.cpexpress.state.mi.us).
- (F) An amount equal to **8 percent (8%)** of the last year of the grant award, **\$1,000** will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A.
- (G) The Grantee is committed to the match percentage on page one of the Contract, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Contract.

XIX. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

- (A) This Contract may be terminated by the State as follows.
 - (1) Upon 30 days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.
- (B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. IRAN SANCTIONS ACT

By signing this Contract the Grantee is certifying that it is not an Iran based business, and that is contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM SPECIFIC SECTION

XXIII. FEDERAL FUNDING REQUIREMENTS

A maximum of \$100,000.00 or 100 % of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Beach Monitoring and Notification Program Development Grants and the CFDA number is 66.472. The federal grant number is CU00E993-04, and this grant is funded with Federal funds from the U.S. Environmental Protection Agency. By accepting this Contract, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) **Single Audit.** Grantees spending \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year, or 30 days after receiving the report from the auditors. The Grantee must submit a copy of the Audit Report to the Michigan Department of Education at the following address:

Michigan Department of Environmental Quality Administration Division Constitution Hall, 6th floor 525 West Allegan Lansing, MI 48909 It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

- (B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.
- (C) The Grantee will comply with the **Hatch Political Activity Act**, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.
- (D) **Disadvantage Business Enterprise Rule (DBE).** The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

The following requirements apply if the federal funds are used for expenditures for contracted services: In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 2% WBE 6%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that subrecipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually for the period ending September 30 for 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and 40 CFR Part 35 Subpart A and Subpart B Recipients.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained on the Internet at www.epa.gov/osbp.

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

- (E) **Recycled Paper.** In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
- (F) **Recycled Products.** The grantee shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR 247.
- (G) **Payment to consultants.** USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2014, the limit is \$604.23 per day and \$75.53 per hour. This rate does not include transportation and subsistence costs for travel performed. (The recipient will pay these in accordance with their normal travel reimbursement practices).

Subrecipients with firms for services that are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

(H) **Subawards.** The grantee agrees to:

- (1) Establish all subaward agreements in writing:
- (2) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

(I) Copyrighted Materials. In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, the USEPA has the right to reproduce, publish, use, or authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of Federal purpose include but are not limited to: (1) Use by the USEPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion of Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction; and (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b. termination or expiration of this agreement. In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

- (J) **Drug-Free Workplace.** The recipient organization of this USEPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
- (K) **Trafficking.** Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.
- (L) **Hotel-Motel Fire Safety**. Pursuant to 40 CFR 30.18, if applicable and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at hhtp://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance.
- (M) **Food and Refreshments**. The Grantee agrees to obtain prior approval from the DEQ project administrator for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The Grantee must send requests for approval to the DEQ project administrator and include:
 - (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s):
 - (2) A description of the purpose, agenda, location, length and timing for the event.
 - (3) An estimated number of participants in the event and a description of their roles.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

APPENDIX A

Rapid Beach Monitoring and Establishment of a qPCR laboratory within the HEART Freshwater Center

Tracking Code 2013-7217

Problem Definition/Background

The Huron Erie Alliance for Research and Training (HEART) Freshwater Center has a laboratory at the Huron-Clinton Metropolitan Authority's Lake St. Clair Metropark to develop a new, faster method for testing beaches. This project addresses the challenges that beach managers face in the process of assessing beach water quality and making management decisions using inadequate tools. Traditional culture-based methods used to quantify indicator bacteria are too slow to effectively notify beach goers of the risk of waterborne pathogens. These methods require 18- to 24-hour sample incubation periods, during which the public may be exposed to contaminated water. Correspondingly, beaches may be posted as closed or with warnings for a day longer than necessary simply because of methodological lags in obtaining results.

Modern molecular based approaches using quantitative polymerase chain reaction (qPCR) can overcome these limitations. The Great Lakes Restoration Initiative (GLRI) has funded several projects to test this technology and train a cohort to implement it in Michigan. In June 2012, the City of Racine Health Department in Wisconsin began to use qPCR to determine whether to issue water quality notifications to swimmers at two of its high use beaches. This project will develop the capability of Huron-Clinton Metropolitan Authority (HCMA), Michigan Department of Environmental Quality (DEQ) and ultimately health departments to implement qPCR in Michigan and hopefully lead to an improvement in beach water monitoring efforts and more timely notification of the public regarding the safety of beaches.

Implementing qPCR for beach testing raises several concerns. One key concern is which indicator organism to use. The best candidates are *E. coli*, *Enterococcus faecalis*, and a phage bacteriodes. Because of the limited experience with this method and concerns with interference, EPA recommends that states evaluate qPCR performance in ambient waters in which it would be employed prior to developing new or revised standards based on the qPCR method. Preliminary enterococci results for qPCR have been inconsistent and the DEQ is interested in evaluating the usefulness of *E. coli* with the qPCR method. Several logistical and technological challenges remain, including method modification to address inhibition that occurs when inhibitory substances are present in water samples. Such interference poses a concern because it can underestimate pathogen levels. This project will also address the level of difficulty and cost to perform the qPCR method and determine if the qPCR method will work at the 3 selected beaches on Lake St. Clair.

The 3 selected beaches on Lake St. Clair:

Name		Lattitue	Longitude
1.	HCMA Lake St. Clair Metropark Beach	42.57102	-82.79616
2.	New Baltimore Park Beach	42.67757	-82.73396
3.	St. Clair Shores Memorial Park Beach	42.52724	-82.87134

The objective of this project is to generate and compare data for *E. coli* from culture-based and qPCR methods. The following tasks will be performed:

- 1. Establish a water quality testing facility at the HEART Freshwater Center at Lake St. Clair Metropark for rapid beach monitoring.
- 2. Set up equipment and workstations to implement rapid qPCR methodologies for comparison to culture-based methods such as Colilert from IDEXX.
- 3. Develop qPCR methodologies and protocols to provide early notification of waterborne pathogen risk.
- 4. Determine variability between rapid qPCR methods and data from traditional testing
- 5. Compare results from different beaches.
- 6. Identify advantages and disadvantages of using the gPCR methods at different beaches.

The proposed project will be implemented in the HEART Freshwater Center located in the Park Office building at the HCMA's Lake St. Clair Metropark Beach as shown in Figure 1. The HEART Freshwater Center is a consortium of HCMA, the County of Macomb, Macomb Community College and Wayne State University. The grantee on this project will be HCMA and they will accomplish the tasks in this project through subcontracts to Oakland University (OU) and other members of the consortium at Wayne State University (WSU). Dr. Judy Westrick from WSU will serve as Principal Investigator and Dr. David Szlag from OU will be coinvestigator. Dr. Szlag was trained under a previous DEQ grant in the use of qPCR methods for rapid beach monitoring.



Figure 1. Map of Lake St. Clair Metorpark (http://www.metroparks.com/Multimedia/www.metroparks.com/Files/Maps/Lake-St-Clair park.pdf)

The grantee will equip and update a facility with equipment related to the qPCR analysis including: qPCR workstations, autoclave, water bath, micro centrifuges, qPCR thermo cycler, spectrophotometer, incubators, balances, pH meters, refrigerators/freezers, mixing platforms, and other equipment necessary for routine qPCR and sanitary beach surveys. These items are listed in the budget.

Sampling points (aka. monitoring points) for this project will be selected and coordinated by the Macomb County Health Department (MCHD), DEQ, HCMA and its subcontractors. Historical culture-based *E. coli* and sanitary survey data provided to the DEQ by the MCHD are available for review via the DEQ's BeachGuard system. The grantee will provide data to the DEQ and MCHD as they become available.

The HCMA and the subcontractor will be responsible for following correct procedures for sample collection, transportation and storage, media & reagent preparation and storage, sample analysis, analytical quality-control, results recording and reporting, maintenance of equipment and record keeping. These procedures will be included in a Quality Assurance Project Plan (QAPP) prepared by the grantee and will be reviewed by the DEQ. After the QAPP is approved by the DEQ, monitoring will begin.

The MCHD agreed to assist in the rapid testing research project by coordinating with HCMA and the subcontractor on the following tasks:

- The Health Department will collect duplicate water samples during routine beach monitoring at the New Baltimore Park Beach, St. Clair Shores Memorial Park Beach, and Lake St. Clair Metropark Beach.
- 2. Samples will be delivered to the HEART Lab at the Metro Park in Harrison Township.
- 3. The beach water sample *E. coli* test results will be provided to the HEART Lab after the Beach operators have been notified of the results.
- 4. A few "determined spiked" *E. coli* samples will be processed by the HEART Lab and the MCHD's contracted lab to provide for quality control.
- 5. The HEART Lab will provide the sampling bottles for the duplicate beach samples.
- 6. Results of the research will be shared with the MCHD Staff during regular scheduled meetings throughout the summer.

E. coli testing will be conducted on at least 3 samples (100 mL each) for qPCR testing from three designated monitoring points (designated in previous years) at each beach. The sampling procedure is consistent with procedures in previously approved QAPPs including the DEQ's "Beaches Program QAPP" and the "Beach Sanitary Survey Using qPCR Tools." For example:

- Samples will be collected at one foot below the surface of the water in areas with a depth of at least 3 feet of water and not more than 6 feet of water.
- Samples will be preserved at 4°C with ice in a cooler and transported to a laboratory in less than six hours.
- The laboratory will process samples within 2 hours of receiving them.
- At least three samples with at least 100 mL per container will be collected at designated sampling sites per sampling event for the culture-based methods *E. coli* monitoring procedures.
- At least 3 samples with at least 100 mL per container will be collected at designated sampling sites per sampling event for the qPCR monitoring procedures.
- If any samples deviate from this description, the deviation will be noted in the chain of custody form and in the results summary in the quarterly and final reports. Corrective actions will be taken by the health department and the trainer.

The MCHD staff will dip two 100mL bottles simultaneously taking both culture and qPCR samples at the same time. One bottle will be processed by HCMA subcontractors using qPCR and the other will be transported to the MC Health Departments contract lab for *E. coli* enumeration using the IDEXX assay. An additional 500 mL sample with no head space will be collected by MC staff and HCMA subcontractors will measure physical parameters including pH, dissolved oxygen, conductivity, and turbidity. MC staff will measure temperature in the field using a NIST traceable device. Field replicate samples will be collected and delivered to the lab in the same manner as the regular and QA/QC samples.

The proposed sampling and testing will begin in the summer of 2014. Implementation of the qPCR methods for twice weekly monitoring of beaches will begin after training and after the laboratory personnel have demonstrated proficiency. Approximately 100 samples will be run to establish procedures in the laboratory. Sampling will begin after the QAPP is approved by the DEQ.

In the first year of the project, the emphasis will be on validating the method and identifying inhibition based on monitoring twice per week at 3 beaches with 3 locations per beach plus one field duplicate for 15 weeks. It is estimated that a total of 300 samples will be collected for this part of the project. In addition to these 300 samples, an additional 100 samples will be collected during the early part of the summer for training and method validation. The samples run in the first year are estimated at 400 samples. Sampling schedules based on a minimum of 400 samples per season will follow in the second and third years with the emphasis placed on developing workflows and correlations that will provide the basis for an early warning procedure.

One of the objectives of this proposal is to establish a laboratory and equipment so that highuse beach samples can be run rapidly. The laboratory will begin preparing and analyzing a water sample within two hours of receiving it. A chain of custody form for each sample will be created using field and laboratory records that will demonstrate possession and transfer of custody.

Task 1: Analysis by qPCR

The qPCR methods for *E. coli* from Srinivastan et al. (2011) and the United States Environmental Protection Agency's (USEPA) new method (Method C: *Escherichia coli* in Water by TaqMan® Quantitative Polymerase Chain Reaction (qPCR), March 2014) will be reviewed and adapted for this project.

The standard operating procedures for membrane filtration and DNA extraction will be applied to each qPCR sample. The DNA will be extracted using the Qiagen QIAamp DNA kit. From this extracted DNA, the qPCR assays for *E. coli* will be performed. For the qPCR analyses the addition of a known quantity of an internal control is necessary to determine if incomplete recovery, sample deterioration or the presence of PCR inhibitors are influencing the results. Exogenous internal positive controls are used for detection of inhibition in qPCR assays, and these *in-vitro* controls will be used in each assay as well as in-house developed internal positive control. Two internal positive controls and an external positive control will be used to check for inhibition and to determine the efficiency the assay. The method efficiency will be tested by using positive and negative controls. Each qPCR assay will also have the negative template control which will be DNA free water instead of sample, internal or positive control. The culture based methods will have positive and negative controls to ensure acceptable standards and no cross-contamination.

Task 2: Analytical Methods

HCMA subcontractors will follow the standard operating procedures listed below for analyzing the water samples:

- Physical Measurements (temperature, pH, turbidity, and conductivity): as per the manufacturers' instructions for each of the probes/meters
- E. coli by IDEXX method
- E. coli by qPCR

The Co-PI of the subcontractor will ensure that samples are analyzed according to the SOPs listed in the QAPP. Deviations will be documented and reported to the HCMA, PI of the subcontractor, and the DEQ. The HCMA and PI of the subcontractor will ensure that corrective actions are taken to resolve problems as they arise. The Co-PI of the subcontractor will ensure that the staff will dispose of all samples and used materials according to WSU requirements which are consistent with state and federal laws.

The Co-PI of the subcontractor will follow the qPCR analytical method requirements as thoroughly described in the Standard Operating Procedures (SOPs) and the QAPP that will be submitted to the DEQ. The Co-PI of the subcontractor will ensure that samples are analyzed according to the SOPs for the qPCR listed in the Quality Assurance Project Plan (QAPP). Deviations will be documented and reported to the HCMA, PI of the subcontractor, and the DEQ. The PI of the subcontractor will ensure that corrective actions are taken to resolve problems as they arise.

Task 3: Finalizing a QAPP

A draft QAPP has been prepared and consists of the elements in tasks 3a – 3h, below. A final QAPP will be completed by grantee and reviewed by the DEQ. Monitoring will begin only after the QAPP is approved by the DEQ.

Task 3a: Quality Control (QC)

Quality control will follow the description in USEPA Draft Method C. Blanks, field blanks, duplicate samples, and field replicates will be used as quality control checks when sampling water from a beach for *E. coli*. Method blanks will be used by laboratory staff by passing clean matrix through all the analytical method steps to assess contamination resulting from procedures conducted during the analysis. Method blanks will be used at the discretion of the laboratory staff and at a minimum of 5% of samples. Results of method blanks that are greater than minimum detection levels will be reported and investigated by Co-PI of the subcontractor. Corrective measures will be taken and method blanks will be run until results return to acceptable levels. Samples will not be analyzed until method blanks have acceptable results.

Field blanks will be used to monitor potential contamination introduced into the samples by collection and handling procedures. The blank will be handled in the same manner as other samples. Laboratory staff will use field blanks at a minimum frequency of 5% of the samples. Results of field blanks that are greater than minimum detection levels will be reported and investigated by Co-PI of the subcontractor and the health departments. Corrective measures will be taken and field blanks will be collected and tested until results return to acceptable levels. Samples will not be analyzed until field blanks have acceptable results.

Laboratory duplicates for culture based methods, and laboratory duplicates for qPCR will be used to assess the consistency and precision of analytical methods. The replicate laboratory samples will be prepared by filling a clean 250 mL sample container with the source water and pouring the contents into two 100mL individual laboratory containers. The replicate laboratory

samples will be placed in the cooler, along with the regular samples, and delivered to the lab in the same manner as the regular samples. The frequency of collecting and preparing duplicate samples is at a minimum of 1 per 24 samples.

HCMA will be required to submit quarterly reports to the DEQ. Quarterly reports will include any relevant quality assurance or quality control issues or concerns, and any procedure modifications that differ from those described in this QAPP. If an error was to occur in data reporting, in either the quarterly reports, data tables, figures, and/or final report, that reporting document will be corrected and resubmitted with an explanation of the error that was discovered.

Staff will review quarterly reports for accuracy and quality control. The Co-PI of the subcontractor will evaluate the results from method blanks, field blanks, duplicates, and replicates on a regular basis and prepare a summary for the final report. Any results suggesting a possible compromise in data quality (e.g., contaminated blanks, wide variability in results from duplicate samples) will be carefully reviewed by the Co-PI of the subcontractor and in consultation with the PI of the subcontractor and the DEQ. The professional judgment of the HCMA staff, and the DEQ will be relied upon in the evaluation of the results. Evaluation criteria described in the QAPP will be used in the data review.

Corrective action will involve the PI and co-PI of the subcontractor when identifying the cause of the failure when possible. Response actions will typically include re-analysis of questionable samples unless funding constraints of the grant preclude this option. Resampling may be used to achieve project objectives. Results from samples deemed unacceptable will be noted and not included in the analysis of data.

Task 3b: Supplies & Consumables

The PI or co-PI of the subcontractor will be responsible for inspecting and accepting supplies and consumables for use in collecting and analyzing water samples for their respective laboratories.

Task 3c: Data Acquisition Requirements for Non-Direct Measurements

The non-direct measurements that may be used in this study are related to the beach sanitary survey data. These data include beach sanitary survey and weather related parameters. These data will be available electronically and summaries of data will be included in hardcopy for the quarterly and final reports.

The non-direct measurements of the beach sanitary survey data will be evaluated by HCMA for trends, relationships, or impacts on beach water quality. This information will be provided to the DEQ. This information will be used to make decisions that affect beach monitoring priorities and projects that will be administered by the DEQ. Acceptable beach use data will be authenticated with documentation on what data was collected, when data was collected, where data was collected, how data was collected, and who collected the data. *E. coli* data from testing activities will be reported to the DEQ and MCHD by the HCMA (i.e., the Co-PI of the HCMA subcontractor). The DEQ will report the data to the USEPA. Acceptable beach use data will be added to the DEQ's BeachGuard Web site.

Task 3d: Data Management

The PI or co-PI of the subcontractor will report the QA/QC and sample results to the partners listed in the QAPP and the DEQ in the quarterly and final reports. Results of qPCR will be submitted to the DEQ and shared with the MCHD.

Updates or changes to the SOPs will be communicated to the DEQ and the MCHD. The subcontractor is responsible for communicating these changes and updating the QAPP for the DEQ to review.

Task 3e: Assessments and Response Actions

After the initial set-up of the qPCR facility, the subcontractor will coordinate a site visit with the DEQ to ensure that equipment and procedures for qPCR are consistent with this QAPP. HCMA will implement routine QA/QC activities to ensure the integrity of analytical results and have procedures for responding to any anomalous results and taking corrective action. The subcontractor will review the analytical data to identify potential anomalous results. Response actions to curious results may include communicating with staff and reviewing QA/QC sample results. Depending on the results of the investigation, results may be accepted, rejected, or flagged. This decision will be made by the subcontractor in consultation with PI of the subcontractor, the DEQ, and other project participants.

The subcontractor will be responsible for tracking project progress and identifying actual or potential problems. The source of the problem will be identified and corrective actions taken. Updates and summaries will be reported in quarterly reports and the final report to the DEQ.

Tasks 3f: Reports to Management

QA/QC reports will be prepared as they are generated with samples. The subcontractor will review the reports as they are generated and communicate results to the DEQ on a quarterly basis if results are acceptable. QA/QC reports with unacceptable results will be communicated to the DEQ immediately and corrective actions will be implemented. Data summaries and reports will be made available to the DEQ quarterly and in the final report.

Task 3g: Data Review, Verification, and Validation

The purpose of the data review, verification, and validation is to determine if the data meet the project Data Quality Objectives (validation), and to evaluate the data against procedural and contractual obligation (verification). All environmental measurement data collected for this project will be subjected to quality control checks before being used in data analysis and reporting. The data generation system incorporates review at several steps in the process to ensure data integrity and limit the use of data that do not meet the QA/QC criteria.

The DEQ project manager will review the data for compliance with the established QC criteria based on duplicate, spiked, control, and blank data results provided by the laboratory. Quality assurance evaluations will also be performed on the accuracy, precision, and completeness on sample results.

An investigation of the non-conforming results will be initiated by the DEQ project manager in cooperation with staff working on the project if QC checks or objectives are not met. Problems will be documented and the affected data will be appropriately flagged and data limitations will be noted.

Another objective of the data validation process is to evaluate the data within the context of the project goals. These goals include evaluating analytical results with routine beach monitoring results and beach sanitary survey data. Comparability with data collected previously may be assessed to identify outliers or anomalous values.

The data validation results will be summarized in a table listing the validation tasks performed and the associated results and conclusions. Non-compliant data from a validated data set will be highlighted along with reasons and concerns. Data qualifiers assigned to any data through this process will be maintained in the database to alert current and future data users of data qualifications.

Task 3h: Reconciliation with User Requirements

The subcontractor will determine whether the data are sufficient to meet the project goals and objectives by completing the verification and validation steps to ensure data quality. Unanticipated issues that arise during the project will be summarized with an explanation of the overall impact of the issue on the project. Uncertainties with the data or caveats to the conclusions as a result of unexpected issues will be documented in progress reports and the final report. The final report will also include a discussion on how results can be considered or incorporated in future studies.

Task 4: Reporting

Task 4a: The HCMA will develop and submit quarterly status reports following DEQ guidance. Reports will be submitted within 30 days of the end of each quarter.

Task 4b: The HCMA will provide draft and final products and deliverables in both hard copy and electronic format as specified by the DEQ.

Task 4c: The HCMA will develop and submit a draft final report following DEQ guidance, at least 45 days prior to the end of the project. The HCMA will incorporate DEQ comments and submit final report within 30 days of the end of the grant.

Timeline

Task	Year	Year	Year
	One	Two	Three
Establish HEART Freshwater Center at Lake St. Clair Metropark	X		
for rapid testing			
Purchase & Setup Equipment and workstations to run qPCR &	X		
Colilert			
Prepare and submit QAPP to DEQ	Х		
Train student in qPCR method	Х	Х	Χ
Test qPCR methods and protocols	Х		
Collect water samples and analyze <i>E. coli</i> with qPCR & Colilert	Х	X	X
(IDEXX)			
Determine variability between qPCR & Colilert methods	Х	Х	Х
Compare results	Х	Х	Х
Identify advantages & disadvantages of methods	Х	Х	Х
Quarterly, Annual, and Final Reports	Х	Х	Х

Budget

The Budget is provided on the next page.

MICHIGAN DE	PARTMENT of E	VIR	ONMENTAL Q	UAL	ITY				
	VATER RESOURC	ES I	DIVISION						
	PROJECT BUDG	GET	FORM						
(Authorized by the Clean	Water Act; comp	oletic	on is required	to o	btain payment)				
Grantee Name:	Huron Clinto	n N	letropolitan	ı Au	thority (HCI	VIA)			
Project Name:		hwa	ter Center	Lat)				
Tracking Code Number:	2013-7217	J			GRANT	LO	CAL MATCH		
Choffing	1			\$	AMOUNT	\$	AMOUNT	\$	TOTAL
Staffing Fringes (not to exceed 40%)				\$	-	\$	-	ş \$	-
STAFFING AND FRINGE BENEFITS Subtotal	•		DATE	\$	-	\$	-	\$	-
CONTRACTUAL SERVICES	HOURS or UNITS		RATE or TOTAL						
Wayne State University (0.5 for year 1 for student)	1	\$	6,000.00	\$	-	\$	3,000.00	\$	3,000.00
Oakland University (3 year student) Wayne State University (80 hours for 3 yearsfrom PI)	3	\$	6,000.00 4,800.00	\$	-	\$	18,000.00 4,800.00	\$	18,000.00 4,800.00
Oakland University (675 hours three years from Co-PI)	1		32,400.00	\$	-	\$	32,400.00	\$	32,400.00
CONTRACTUAL SERVICES Subtotal SUPPLIES, MATERIALS AND EQUIPMENT]			\$	-	\$	58,200.00	\$	58,200.00
SUPPLIES & MATERIALS (items less than \$1,000)	QUANTITY		COST						
Vortex multi-tube for extraction	1	\$	350.00	Г	\$350.00	\$	-	\$	350.00
1piece mini bead beater Waterbath	1	\$	800.00 700.00	_	800.00 700.00	\$	-	\$	800.00 700.00
Vortexes separate (for two pcr stations)	1	\$	700.00	_	700.00	\$	-	\$	700.00
Spinner for 2 ml tube	1	\$	500.00	_	500.00	\$	-	\$	500.00
Vacuum Pump	1	\$	500.00	\$	500.00	\$	-	\$	500.00
Coolers bottles	1	\$	200.00 500.00	\$	200.00 500.00	\$	-	\$	200.00 500.00
Biowaste bags and containers	1	\$	500.00	_	500.00	\$	-	\$	500.00
misc lab supplies	3	\$	1,000.00	_	1,000.00	\$	-	\$	1,000.00
QPCR reagents in Year 1 - 3 (400 samples per year) SUPPLIES AND MATERIALS Subtotal	3	Ф	8,025.00	\$	24,075.00 29,825.00	\$	-	\$	24,075.00 29,825.00
EQUIPMENT (any item over \$1000)				_					
qPCR with service contract Spectrophotometer	1 1	_	25,075.00 6,500.00	\$	25,075.00 6,500.00	\$	-	\$	25,075.00 6,500.00
Eppendorf Centrifuge 5424	1	_	2,300.00	\$	2,300.00	\$		\$	2,300.00
PCR Prep Station (for reagent prep)	1	\$	2,500.00	\$	2,500.00	\$	-	\$	2,500.00
PCR Prep Station (for reagent prep)	1	_	2,500.00	\$	2,500.00	\$	-	\$	2,500.00
PCR Prep Station (for template adding) Balance (0.01 mg accuracy)	1	_	2,500.00	\$	2,500.00	\$	-	\$	2,500.00 2,100.00
Freezer -20 for templates	1	_	1,200.00	\$	1,200.00	\$	-	\$	1,200.00
Membrane filtration systems	1	_	2,000.00	\$	2,000.00	\$	-	\$	2,000.00
Three sets autocavable micropipettors	1	_	2,000.00 1,200.00	\$	2,000.00	\$	-	\$	2,000.00
Freezer -20 for reagents UV Crosslinker	1	_	1,800.00	\$	1,200.00 1,800.00	\$	<u> </u>	\$	1,200.00 1,800.00
Refrigerator 4 C for pcr (small)	1	_	1,400.00	\$	1,400.00	\$	-	\$	1,400.00
Balance (0.01 mg accuracy)	1	_	1,200.00	\$	1,200.00	\$	-	\$	1,200.00
computer for printer autoclave	1 1	_	1,000.00 5,000.00	_	1,000.00 5,000.00	\$	-	\$	1,000.00 5,000.00
YSI Multiparameter meter	1	_	3,500.00	_	3,500.00	_	-	\$	3,500.00
Mobile benches	4	\$	1,600.00	_	6,400.00	\$	-	\$	6,400.00
EQUIPMENT Subtotal SUPPLIES, MATERIALS AND EQUIPMENT Subtotal				\$	70,175.00	\$	-	\$	70,175.00 100,000.00
TRAVEL					. 50,000.00	Ψ		Ψ	100,000.00
MILEAGE LODGING				\$	-	\$	-	\$	-
MEALS				\$	-	\$	-	\$	-
OTHER TRAVEL (itemize)									
		\$	-	\$	-	\$	-	\$	-
TRAVEL Subtotal		Ψ		\$	-	\$	-	\$	-
DDO IECT College	1			6	100,000.00	\$	58 200 00	\$	159 200 00
PROJECT Subtotal INDIRECT RATE (not to exceed 20% Staffing and Fringe Benefits)	J				100,000.00 ATE	φ_	58,200.00	φ	158,200.00
INDIRECT COSTS (Summarize Below)				\$	-	\$	-	\$	
TOTAL GRANT AND MATCH BUDGET				\$	100,000.00	\$	58,200.00	\$	158,200.00
				۳					
SUMMARY OF INDIRECT CHARGES:									
Indirect costs are not included in this project.									



To: Board of Commissioners From: John P. McCulloch, Director

Subject: Donations
Date: June 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the donations and a letter of appreciation be sent to the donors as recommended by Director McCulloch and staff.

The Metroparks received the following donations through May 31, 2014:

- 1. Dana Gurney made a \$350 cash donation to purchase a tree for placement at Hudson Mills Metropark.
- 2. Sebadtian Kruger and Brian Beckley made a \$350 cash donation to purchase a bench in memory of a classmate for placement at Kensington Metropark.
- 3. Larry Vick made a \$300 cash donation to purchase a bench in memory of parents and grandparents for placement at Kensington Metropark.

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 June 3, 2014

Dear Chairman LaBelle:

Both the House and Senate are seriously engaged in passing the state budget and a number of priority issues prior to summer adjournment slated for June 12th. Top of the list include Detroit Bankruptcy, aka "The Grand Bargain" and Transportation Funding. Both need the state budget to pass for implementation so the stage is set for a raucous last week of session.

As an example of how interrelated issues have become is the passage of a new Minimum Wage statute late last week. By passing Minimum Wage the Senate Majority Leader picked up an estimated 12 additional votes for the Transportation Funding Package. SB 934 was signed into law a day after passage. It effectively eliminates the pending ballot proposal by repealing the statute it would amend. As enacted, the new Minimum Wage begins September 1, 2014 with an increase to \$8.15 per hour. A copy of the analysis is attached.

Once Minimum Wage passed the work began on Transportation Funding. To date the Senate has not acted but active negotiations are underway. Meanwhile, the Senate is expected to begin voting on amendments the House passed Detroit plan as early as this afternoon.

By the Commission meeting next week we should have a better fix on what moved and what stalled, together with a projection on how the Lame Duck session is shaping up for HCMA issues.

Respectfully submitted,

George M. Carr

Enc:

ANALYSIS

Telephone: (517) 373-5383 Fax: (517) 373-1986

PUBLIC ACT 138 of 2014

Senate Bill 934 (as enacted)

Sponsor: Senator Randy Richardville

House Committee: Government Operations

Date Completed: 6-3-14

CONTENT

The bill repealed the Minimum Wage Law and created the "Workforce Opportunity Wage Act" to do the following:

- -- Increase the standard minimum hourly wage from \$7.40 to \$9.25 by January 1, 2018.
- -- Require annual adjustments in the standard minimum wage, beginning January 1, 2019, to reflect changes in the Consumer Price Index, subject to a 3.5% cap on an annual increase.
- -- Provide that an annual increase (after 2018) will not take effect if the State's unemployment rate is 8.5% or higher for the preceding year.
- -- Increase the minimum hourly wage for tipped employees from \$2.65 to 38% of the standard minimum wage, beginning September 1, 2014.

The Act includes provisions pertaining to overtime and compensatory time off, as well as language that prescribes the minimum wage for training individuals under 20 years of age, apprentices, and individuals with disabilities, and minors; the membership, meetings, and powers of the Wage Deviation Board; and penalties for discrimination, payment of inadequate wages, and other violations of the Act. These provisions reenact language from the now-repealed Minimum Wage Law.

The Act took effect on May 28, 2014.

Standard Minimum Wage Increase

The Law prescribed a standard minimum hourly wage of \$7.40. The Act retains that rate through August 31, 2014, and increases the minimum wage as follows:

- -- Beginning September 1, 2014: \$8.15.
- -- Beginning January 1, 2016: \$8.50.
- -- Beginning January 1, 2017: \$8.90.
- -- Beginning January 1, 2018: \$9.25.

Annual Adjustment of the Standard Minimum Wage

The Act requires the State Treasurer every January, beginning in 2019, to adjust the standard minimum wage by an amount that reflects the average annual percentage change in the Consumer Price Index for the most recent five-year period for which data are available. An annual increase may not exceed 3.5%. ("Consumer price index" means the most comprehensive index of consumer prices available for the Midwest region from the Bureau of Labor Statistics of the United States Department of Labor.)

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The Wage and Hours Division of the Department of Licensing and Regulatory Affair will have to post the adjusted minimum wage on its website by February 1 of the year it is calculated, and the wage will be effective beginning April 1 of that year.

A scheduled increase in the minimum wage will not take effect if the unemployment rate for this State is 8.5% or greater for the year before the year of the prescribed increase.

Minimum Wage Increase for Tipped Employees

Under the Act, for an employee who receives gratuities in the course of his or her employment, the minimum wage is \$2.65 per hour before September 1, 2014, and after that date is 38% of the standard minimum wage, if all of the following conditions are met:

- -- The employee receives gratuities in the course of his or her employment.
- -- The employer pays any shortfall if the gratuities plus the minimum wage do not equal or exceed the standard minimum wage.
- -- The gratuities are proven gratuities as indicated by the employee's declarations for purposes of the Federal Insurance Contributions Act.
- -- The employee was informed by the employer of these provisions.

(These conditions are the same as those required under the Minimum Wage Law for a minimum wage of \$2.65.)

MCL 408.411-408.424 Legislative Analyst: Jeff Mann

FISCAL IMPACT

The bill would have a minor, negative, fiscal impact on the State and local units of government. Using fiscal year (FY) 2012-13 data from Executive branch employees, the increases in the State minimum wage contained in the bill will cost the State approximately \$10,700 in FY 2013-14 and the cost will increase to approximately \$544,900 in FY 2017-18 when the minimum wage has reached \$9.25 per hour. These costs will continue to increase, albeit at a lower rate, as the inflation adjustment in the bill will continue to raise minimum wage over time. Table 1 provides more detail on these costs, which will be spread over most or all State departments.

Similar data were not available for local units of government, so a cost analysis could not be performed.

Table 1
Annual State Cost of Minimum Wage
Increases in Senate Bill 934 (as enacted)

Fiscal Year	Cost
2014	\$10,700
2015	\$128,300
2016	\$212,500
2017	\$364,850
2018	\$544,900

Source: State Budget Office

The bill also will have a minor, but negative fiscal impact on the Wage and Hour Division within the Department of Licensing and Regulatory Affairs. The Division hears complaints from employees on a number of issues, including allegations of minimum wage law violations. Increasing minimum wages might create more complaints from employees whose

Page 2 of 3 sb934/1314

employers are alleged to have not increased wages in accordance with the law. An increase in complaints resulting from the bill may happen for any number of reasons, including employers not being aware of the effective dates of minimum wage increases, employees not understanding the increases, and employers choosing not to issue raises in accordance with the increases. Any increase in Division costs resulting from the bill will be borne by existing Division resources.

Fiscal Analyst: Josh Sefton

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.

METROPARKS

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners From: Mike Brahm-Henkel

Project No: 515-14L

Title: Iron Removal System Project Type: Capital Improvement

Location: Indian Springs Metropark, Oakland County

Date: June 5, 2014

Bids Opened: Thursday April 3, 2014 at 2:00 p.m.

Action Requested: That the Board of Commissioners award Contract No. 515-14L to the lowest responsive, responsible bidder, W.J. O'Neil, in the amount of \$329,700.00 and transfer \$62,200.00 from Capital Fund Balance to cover the cost between the bid amount and budgeted amount, as recommended by Manager of Assets and Development Mike Brahm-Henkel and Staff.

Fiscal Impact: The project is over budget by \$62,200.00.

Scope of Work: Work includes the construction and modifications to the well house plumbing for the installation of a skid mount iron and manganese removal system, which also includes a backwash pond, and drain tile. The existing water quality, which is from an onsite well, has caused issues with the geothermal heat exchangers; squirt zone facility, and staining of concrete surfaces.

Contractor	<u>City</u>	<u>Amount</u>
W.J. O'Neil Company Reliance Building Company	Livonia Novi	\$ 329,700.00 \$ 383,000.00
Total 2013-Budgeted Amount for Conf Proposed Work Order Amount	\$ 292,500.00	
Contract Amount – (Rounded)	\$ 329,700.00	
Contract Administration	\$ 25,000.00	
Total Proposed Work Order Ame	\$ 354,700.00	

The following contractors obtained bidding documents:

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



To: Board of Commissioners

From: George Phifer, Deputy Director Subject: Update – Capital Projects

Date: June 5, 2014

Assets and Development Manager Mike Brahm-Henkel will give a verbal update on Capital Projects at the June meeting.



To: Board of Commissioners

From: Carol Stone, Administrative Services Manager

Subject: Marketing Update Date: June 5. 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the Marketing Update as recommended by Administrative Services Manager Carol Stone and staff.

Background: The first promoted social media posts and digital advertisements through Berline started May 23 and were anticipated to run for three weeks. Two separate promotions were run, one to promote the features and amenities of the parks and one specifically targeted to golf.

Berline has analyzed the initial results and has reported that the Facebook social media promotions have greatly exceeded expectations. This has resulted in 120 annual permits sold and 661 new customers signed up for the weekly e-blast during the first two weeks of the promotion. The digital advertisement campaign did not perform as well. Despite ad placements reaching a market in excess of 10 million consumers, there were only 1,428 "clicks" on the ads. While staff further analyzes these results, digital advertisements have been suspended and we are focusing greater attention on the promoted social media posts.

In addition to marketing the golf courses through Berline, the Marketing and Communications department is working closely with ROI on golf promotions. A summary of the golf promotions follows:

- *Michigan Golf Show*: One free round with paid cart rental (expired May 23); 207 coupons redeemed.
- USA Tiger Preview Edition: Buy one green fee get one free (expires June 30); no redemptions to date.
- Dew Buster Specials: \$20 for 18 holes, cart, hotdog, chips and soft drink for golf before 9 a.m. weekdays at Hudson Mills and Wolcott Mill. There were 53 rounds of golf purchased at Hudson Mills and 33 at Wolcott Mill (expired May 23).
- Memorial Day Heroes Special: Active and retired military, police and fire fighters were able to golf 18 holes for the price of nine holes on Memorial Day; 101 coupons were redeemed.
- Weekly E-Blast Promotions. The golf courses are also promoted through a weekly e-blast offer or coupon. For example, June 23-29 is PGA "Take Your Daughter to Golf" Promotion. During this week, daughters accompanied by a parent will golf for free and receive a ticket for one free soft drink or snack.

We have actively sought opportunities to promote the Metroparks through radio, television and print media. Attached is a media exposure log highlighting media activity since January. We are also working with Berline to increase radio and television exposure and will continue to keep the Board updated.

Attachment: Media Log

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
January 30, 2014				John McCulloch	Interviewed by Lydia Lohrer, outdoor writer
February 1, 2014	TV			Jeff Schuman & Chase Dowler	for the Detroit Free Press Winter Activities
February 6, 2014		WDIV TV: Click on Detroit	Winter Blast: Dog sledding, ice skating and	Staff	
February 7, 2014		FOX 2	more	Adam Haberkorn	Winterblast & Snow Machine
			Kensington selected as Macy's 'Heart Vour		Willielbiast & Show Machine
March 6, 2014		Livingston Daily	Park' Recipient	Staff	
March 11, 2014	Print	Livingston Daily	Hey, baby: Kensington welcomes new arrivals Annual Maple syrup tree tapping marks first sign	Laura Colvin	
March 11, 2014	Print	Dexter Leader (Heritage Newspapers)	of spring	Leslie McGraw	
March 12, 2014	Print	Chelsea Standard (Heritage Newspapers	Maple sugaring season is underway	Nathaniel Siddall	
March 16, 2014	Radio	104.3 WOMC/ 99.5 WYCD			Presence at Wolcott Mill's Maple Syrup Festival
March 18, 2014	Print	Brighton Patch	Metroparks Golf Courses to participate in 2014 Michigan Golf Trail	Staff	
March 19, 2014	Print	Livingston Daily		Laura Colvin	
March 19, 2014	Print	Chelsea Standard (Heritage Newspapers	Ballet Chelsea to host Tutu Run	Nathaniel Siddall	
March 20, 2014	Radio	WWJ News radio 950	Jackie Paige	Paul Dushane	Winter Weather Effects on Golf Courses Interview
March 20, 2014	Print	Livingston Daily	Runners to hit trails, aid nonprofit group	Jim Totten	Interview
March 20, 2014	Print	WWJ News radio 950	Paul Dushane WWJ News radio 950 Interview	 Jackie Paige	
March 23, 2014	Print	Livingston Daily	Metropark gets new Ranger	Staff	
March 24, 2014	Print	Observer & Eccentric	Northville community briefs: HCMA Volunteer	Staff	
March 25, 2014	Print	C & G News	Experts believe Stony Creek eagles produced egg or eggs	Sarah Wojcik	
March 26, 2014	Print	Livingston Daily		Staff	
March 28, 2014	Print	Macomb Daily	Health rankings give Macomb County low	Maryann MacLeod	
March 30, 2014	Print	WXYZ.com	grades in adult obesity/smoking The Journey to the Sugar Bush	Staff	
April 2, 2014		Macomb Daily	, ,	Staff	
April 2, 2014		The News-Herald	Lake Frie Metropark to host third annual 5K	Jackie Harrison-Martin	
April 3, 2014	Print	UpNorthLive.com		Werly	
April 5, 2014	Print	WXYZ.com		Staff	
April 8, 2014	Print	Dexter Leader (Heritage Newspapers)	March of Dimes kicks off March for Babies event at Hudson Mills	Staff	
April 10, 2014	Print	Livingston Daily	Easter events and celebrations planned across	Staff	
April 10, 2014	Print	Pride Source	Livingston County LGBT Couples married on March 22	Shelby Clark Petkus	
April 10, 2014	Print	The Detroit News	Brighton parts 'graveyard' helps resurrect	Larry Edsall	
April 12, 2014			classic Broncos and Ford pickups	Jerry Cry	Preview Show - Highlights of all
April 12, 2014		Lansing State Journal	Funding to test heach water sparse as summer	Beth LeBlanc & Nicole Hayden	Metroparks Golf Courses
			approacnes	•	
April 12, 2014			Garden calendar: Gardening events for the	Beth LeBlanc & Nicole Hayden	
April 12, 2014	Print	Detroit Free Press	week of April 13-26	Staff	
April 13, 2014	Print	Mlive.com	5 things to do around Ann Arbor this week: Comedian Mark Knope, Easter Egg Scramble and more	Princess Gabbara	
April 13, 2014	Print	The Grand Rapids Press		Howard Meyerson	
April 14, 2014	Print	Macomb Daily	DIA masterpieces return to Macomb County for	Mitch Hotts	
April 14-19, 2014	Radio	WHMI	spring		Promotion for Golf at Kensington, Huron Meadows & Hudson Mills (28 spots)
April 18, 2014	Print	Observer & Eccentric	Metorparks taps Plymouth woman for post	Staff	
April 19, 2014	TV	CBS 62		Jerry Cyr	Rebroadcast of Preview Show
April 20, 2014	Print	Livingston Daily		Jim Totten	
April 22, 2014	Print	The News-Herald	Downriver golfing guide	Terry Jacoby	
April 23, 2014	Print	Livingston Daily		Staff	
April 24, 2014	Print	Livingston Daily	Metroparks golf staff hires include former Daily employees	Staff	
April 24, 2014	Print	The Voice		Barb Pert Templeton	
April 24, 2014		Livingston Daily		Staff	
April 25, 2014		Macomb Daily Shalby Township TV		Mitch Hotts	Stony Crook Eagles
April 25, 2014 April 25, 2014		Shelby Township TV Observer & Eccentric	,	Ruth Glass Staff	Stony Creek Eagles
April 25, 2014 April 25, 2014		Detroit Free Press	March of Dimes fund raising walks set for	Kristen Shamus	
April 26, 2014	TV	CBS 62		Tamra Bezzeg	Highlights of Indian Springs Metropark & Golf Course
April 26, 2014	Print	Livingston Daily	News Briefs: Hamburg Kiwanis seek nominations for citizen award	Staff	
April 28, 2014	Print	The Detroit News		Michael Hodges	
April 28, 2014	Print	Detroit Free Press	DSO announces summer concert schedule	Mark Stryker	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
April 28, 2014		Observer & Eccentric	Sailing institute to offer classes at Kensington	Staff	Beschption
April 28, 2014		Observer & Eccentric	Metroparks hire golf pros to staff	Staff	
May 1, 2014		The Voice	Stony Creek 5K event aims to benefit cancer patients	Nicole Tuttle	
May 3, 2014	Print	Dexter Leader (Heritage Newspapers)	Dexter's Hudson Mills Metropark hosting non- timed run to help benefit pageant winner's charity	Staff	
May 3, 2014	Print	The Voice	Wolcott offers Mother's Day fun	Barb Pert Templeton	
May 3, 2014	Print	Livingston Daily	Brighton golfers roll to title in Dexter	Staff	
May 7, 2014	Print	The Times Herald	Club News	Staff	
May 8, 2014	Print	The Times Herald	Weekend Warrior Marathon takes trip through Armada	Paul Costanzo	
May 9, 2014	Print	Observer & Eccentric	Sports Roundup	Staff	
May 9, 2014	Print	WHMI.com	Hudson Mills West River Trail Completed for Metropark	Staff	
May 9, 2014	Print	The Voice	Event raises funds to 'Save the Manatees'	Barb Pert Templeton	
May 9, 2014	Print	TradeOnlyToday.com	Michigan trade group changes September event dates	Staff	
May 10, 2014		Dexter Leader (Heritage Newspapers)	Kite Network to host Fun Run at Hudson Mills in Dexter	Staff	
May 10, 2014		Macomb Daily	Weekend Warrior Marathon is hit in Armada	Kate Opalewski	
May 12, 2014	Print	Observer & Eccentric	5	Staff	
May 13, 2014	Print	Livingston Daily	Artists venture outdoors, brush up on nature scenes	Jim Totten	
May 13-17, 2014	Radio	wнмı			Promotion for Golf at Kensington, Huron Meadows & Hudson Mills (28 spots)
May 14, 2014	Print	C & G News	Three eaglets confirmed in Stony Creek nest	Sarah Wojcik	
May 14, 2014	Print	Observer & Eccentric	Garden City golfers continue WWAC attack	Ed Wright	
May 14, 2014	Print	Detroit Free Press	Garden calendar: Gardening events for the week of May 11-May 23	Staff	
May 15, 2014	Radio	1290 WLBY - Ann Arbor	The Lucy Ann Lance Show	Kim Jarvis	Border2Border Trail Run Interview: Taking place at Hudson Mills on June 7
May 15, 2014	Print	Advisor & Source Newspapers	Inside/Out comes to Wolcott Mill	Matthew Fahr	
May 15, 2014	Print	Livingston Daily	Family-friendly fun aids ailing children	Amanda Whitesell	
May 15, 2014	Print	Providence Journal	5K Fun Run and Family Walk to Benefit Local Non-Profit	Staff	
May 16, 2014	TV	Shelby Township TV	Shelby This Week	Ruth Glass	Stony Creek Eagles Update
May 16, 2014	Print	Dexter Leader (Heritage Newspapers)	This weekend in Dexter, May 16-18	Staff	
May 20, 2014	Print	Observer & Eccentric	GC's Berger cards round for the ages	Ed Wright	
May 21, 2014	Print	Macomb Daily	Macomb holiday forecast: Good weather, low gas prices	Mitch Hotts	
May 22, 2014	Radio	WCHB - Detroit	Cliff Russell Show	Jim Pershing	Upcoming Memorial Day weekend highlights at the Metroparks
May 23, 2014	Print	Observer & Eccentric	Falcons qualify for golf regional	Dan O'Meara	
May 23, 2014	Print	Observer & Eccentric	Garden City crowned district champions	Ed Wright	
May 23, 2014	Print	Observer & Eccentric	Spartans make cut in tough district	Brad Emons	
May 26, 2014	Radio	WCHB - Detroit	Cliff Russell Show	Jim Pershing	Recap about first two day of Memorial Weekend
May 26, 2014	Print	Macomb Daily	,	Mitch Hotts	
May 26, 2014	Print	Macomb Daily	accidents	Mitch Hotts	
May 26, 2014	Print	Dexter Leader (Heritage Newspapers)	10K race June 7 celebrates Hudson Mills Metropark to Dexter trail grand opening	Ben Baird	
May 25, 2014	TV	Fox 2	News at 10:00 p.m. Aired after 11:00 p.m.		Veterans Day Golf Special
June 21, 2014	TV	CBS 62	Golf Weekly with Jeff Lesson	Barb Savery & Jerry Cyr	Highlights of Hudson Mills Metropark & Golf Course
July 5, 2014	TV	CBS 62	Golf Weekly with Jeff Lesson	Tamra Bezzeg	Rebroadcast of Highlights of Indian Springs Metropark & Golf Course
August 23, 2014	TV	CBS 62	Golf Weekly with Jeff Lesson	Barb Savery & Jerry Cyr	Rebroadcast of Highlights of Hudson Mills Metropark & Golf Course
June 2014 - Ongoing	TV	CMNTV - Troy	Public Access Show	John McCulloch & Mike Lyons	Introductory Episode of Public Access Show
Fall 2014	Web	Detroit Public TV Website	Fall events at various parks		Fall events featured at Wolcott Mill, Indian Springs, Lake St. Clair, Lake Erie & Oakwoods

Color Key Radio TV Print Web



To: Board of Commissioners

From: Molly Bell, Director of Development Subject: Update – Development Activities

Date: June 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the Update – Development Activities.

Summary: The Metroparks has had the Director of Development in place since April 14. This is a report of 90-day goals and what has been accomplished to date.

Progress toward First 90-Day Goals to date:

- 1. Conduct a "listening tour," including visits to all of the parks and with key HCMA personnel. This will help the Director of Development in preparing a "word bank" and Case for Support documents in the second 90 days. Have toured all Metroparks. Many meetings with key staff have been completed, and visits to interpretive centers and other program staff are beginning.
- 2. Visit all Commissioners with the goal of achieving 100 percent participation as donors. Targeted completion mid-June. *Meetings have been scheduled with six of the seven Commissioners; all six meetings will take place prior to the June Commissioner meeting.*
- 3. Initiate conversations with key major donors, to move towards the goal of identifying and cultivating 60 major donor prospects in the first 12 months. As of this writing, 18 major donor prospects have been identified, and cultivation has begun with 10 of these.
- 4. Evaluate donor database options and select a database for purchase. This is the first of several necessary steps towards the important goal of a first annual fund/membership drive from September through December 2014. *Initial evaluation based on independent reviews has narrowed the options to three top candidates. Presentations of these databases to the Director of Development and IT Department will be completed next week. A development volunteer with 32 years of experience at IBM will provide another perspective in the next two weeks, with an emphasis on integration with other park systems. We hope to finalize selection by June 30.*
- 5. Begin preparing past donor records for upload/entry into the donor database. Lists are being identified from historical spreadsheets and hard copies now, and assembled for upload or data entry into the system once it becomes available.
- 6. Begin collection of lists of current park patrons who may be future donors for year-end solicitation. *Interpretive centers are now providing lists from program participants on a weekly basis. Lake St. Clair Marina has offered to provide guest book listings. Golf reservation lists will be sought next.*



To: Board of Commissioners

From: Rebecca Franchock, Controller Subject: 2013 Audited Financial Statements

Date: June 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the 2013 Audited Financial Statements as recommended by Controller Franchock and staff.

Summary: The Authority's auditing firm, Rehmann Robson, has completed their audit of our accounting records, pension plan, retiree health care trust and related financial statements for 2013. Together with Rehmann Robson's Audited Financial Statements, staff compiled the Authority's 2013 Comprehensive Annual Financial Report, which is enclosed for review. Mr. Mark Tschirart will review the 2013 Audited Financial Statements with the Board at the June meeting.

Background: Staff is pleased to report that Rehmann Robson has issued an unqualified opinion, meaning the Audited Financial Statements present fairly the financial position of the governmental activities and each major fund of the Authority as of Dec. 31, 2013 in conformity with generally accepted accounting principles. Rehmann Robson conducted their audit following generally accepted auditing standards in order for them to obtain reasonable assurance that the Authority's financial statements are free of any material misstatements.

As reflected on the Balance Sheet, the Authority's total net position at \$233.9 million increased by \$3.3 million from 2012 as a result of a net increase in capital assets. Total General Fund Balance is reported at \$35,894,000, an increase of \$1,696,000. The increase to Fund Balance continues the Authority's Five Year Plan goal of building up Fund Balance to position the Authority to address the cumulative impact of future tax revenue declines.

The 2013 Committed Fund Balance is at \$12,908,000 (\$13,335,000 in 2012). The Assigned Fund Balance is at \$11,990,000 (\$15,600,000 in 2012). The 2013 Unassigned Fund Balance stands at \$10,323,000 (\$5,617,000 in 2012). This level of Unassigned Fund Balance represents 23.9 percent of General Fund expenditures. The Statement of Revenues and Expenditures shows 2013 General Fund expenditures at \$43.2 million against revenues of \$44.6 million producing a surplus of \$1.4 million.

The Authority intends to submit this 2013 Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association Certificate of Excellence in Financial Reporting program. The Authority has received a Certificate of Achievement for the last 12 years and staff believes this 2013 report will continue to conform to the program requirements. This achievement would not be possible without the dedicated work efforts of the entire Finance Department.

Separate Attachment: 2013 Audited Financial Statements

METROPARKS

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners From: Rebecca L Franchock

Subject: Five-Year-Plan Projections, 2015 through 2019

Date: June 5, 2014

Action Requested: Motion to Receive and file

That the Board of Commissioners receive and file the Five-Year-Plan report and related documentation as recommended by Controller Franchock.

Summary: In order to stay forward focused and proactive regarding the fiscal health of the Metroparks, staff has begun updating the five-year plan annually. Attached for review is a discussion of goals as well as staff's current projections for 2015 - 2019 for the General Fund Operating Revenue and Expenditures for Operations, Major Maintenance and Capital. Key changes, assumptions and a detailed schedule for capital projects are also included.

Background: At the April Board meeting, Commissioner Marans inquired about high-level goals for the Five-Year-Plan, which is an important conversation to engage in with the Board. The Metroparks goals have changed over time; and will continue to do so. It is especially critical at this time, as the Metroparks continue experiencing fiscal stress that we put our best minds to work to tackle these important and long reaching issues.

Our overarching guide at the core of the plan continues to be to support our Mission: Recreation, Preservation and Education. The Metroparks began as a dream by our founders at the end of the Great Depression. It is hard for us to imagine today, the hardships large masses of our population dealt with during era. Yet, the vision was strong enough that citizens voted to tax themselves in order to create a better future for themselves and future generations. The Metroparks that developed from that dream is now entrusted to us to care for, and to pass on to our children and their children. We must be certain that our decisions ensure the sustainability of this important regional asset.

Funding challenges are not new to the park system. When our predecessors were faced with fiscal challenges in the 1970's, the Board of Commissioners made the difficult decision to begin charging annual vehicle entry fees. The annual permit fee instituted in 1974 was \$5. Adjusted for inflation, that equates to approximately \$24 today. This new funding source provided the ability for the Metroparks to obtain, preserve and develop for public use important lands that became Wolcott Mill, Indian Springs, Lake Erie and Huron Meadows Metroparks. The goal for this era could be described as growth and development.

In the 1990's, faced with (1) legislative and economic reductions to property tax revenue, (2) the pressure of increased expenditures related to aging facilities; and (3) stagnant population trends, the goal of the Metroparks shifted to what we called the three R's (Repair, Rehabilitate, Reconstruct). During this period, the Board of Commissioners again set important precedents, (1) restricting the windfall of oil and gas revenue to Supplemental

Major Maintenance Fund projects and (2) restricting the use of all revenue from the sale of land to the acquisition of future land.

Five-Year-Plan Projections Page Two

Over the last five years, the Metroparks have been hit with a "perfect storm." Annual revenues over this period have dropped 15 percent from \$52.9 million to \$44.9 million. Metroparks staff worked to make hard decisions and cut expenditures 19 percent from \$53.2 million to \$43.2 million. By drastically reducing staff and deferring needed maintenance, the Metroparks were able to strategically position themselves to survive the recession.

Staff is now developing the plan that will guide the Metroparks over the next five years. The intentional deferral of capital and maintenance expenditures must be addressed. In addition, the Metroparks are faced with the fact that there are not enough resources to adequately maintain and operate the facilities and activities that have been operated in the past. The projected annual shortfall of expenditures over revenues is averaging more than \$400,000 annually. The goal of the Metroparks must now be to determine strategically where limited resources can best be used. The intentional growth in the Reserve for Capital and the Unassigned Fund Balance has bought time, but does not provide a permanent solution. Development of an asset management system and implementation of the new ERP system are integral parts of this process. However, we cannot wait for completion of these important projects to begin to analyze the long-term solution.

On the revenue side, taxable values have stabilized but are projected at very modest (1.8 percent) growth. The addition of a fund development initiative is projected to grow over the next five years to produce \$1 million annually. A five-dollar increase to annual permit rates in 2016 is projected to provide an additional \$800,000 in revenue annually. Staff is hopeful that increased marketing of the Metroparks will positively influence the bottom line. However, no estimate for increased revenue has been made. While we are hopeful these changes will come to fruition, it would be imprudent to develop a plan that is overly optimistic regarding the revenue these strategies will provide until they are proven.

With regard to expenditures, operating and administrative costs will need to be maintained at or near current levels. No new full-time positions are anticipated and no additional attrition is scheduled in this plan. The current employment contracts expire at the end of 2015, this plan does not include allowance for any potential negotiated wage increases. The plan does contain \$90,000 annual costs in additional provisional wages included to assist with the operating maintenance backlog beginning in 2015 and the increase to minimum wage is projected to cost the Metroparks more than \$2.9 million over the next five years.

The dramatic increase in Major Maintenance in 2015 and 2016 is planned to address the backlog of maintenance for roads, trails and parking lots. A \$3 million reduction in the Capital Reserve in 2015 is being used to partially fund this additional work. Capital projects over the life of the plan total \$18.3 million. This is in comparison to \$21.8 million expended from 2010 through 2014 and \$40.2 million spent from 2005 through 2009. These projects were scheduled based on review and ranking by park and administrative staff based on five criteria:

- Number of people served
- Fit with the Metroparks Mission
- Fiscal impact
- Safety/Regulatory issue
- Cost of Neglect

Five-Year-Plan Projections Page Three

The plan before you makes use of the best information available to staff regarding work needed to maintain and operate existing facilities. Studies have been completed that have assessed condition of roofs, roads and shelters. A study of aquatic facilities is anticipated to provide additional information, which will be used in future plan revisions.

These are challenging economic times; however with challenges come great opportunities. Clearly, the Metroparks can continue to operate through the next five years, the greater concern is that as staff looks past that point, without a substantial change to increase revenue or decrease expenditures, the current operating model is not sustainable. This is an opportunity for the Board, staff and the public to begin shaping the Metroparks for the future through thoughtful, fact-based decisions on what key functions the Metroparks will serve and to do those things well. The Metroparks cannot afford to do everything done in the past, let alone increase the operating and maintenance burden by expanding what we will do in the future. However, we can be a thriving regional asset focused on doing an excellent job of providing the most crucial products and services for the citizens of southeast Michigan.

Separate Attachment: Five-Year-Plan Projections, 2015 - 2019



To: Board of Commissioners

From: George Phifer, Deputy Director

Subject: Board of Commission – Officer Elections

Date: June 5, 2014

Requested Action: Motion to Elect

That the Board of Commissioner elect a Chairman, Vice-Chairman, Secretary and Treasurer at the June 2014 Board meeting.

Background: The Huron-Clinton Metropolitan Authority Bylaws read in part:

The Board of Commissioners shall elect a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, who shall be elected by the Commissioners at the annual meeting of the Board of Commissioners.

The regular monthly meeting held in the month of June constitutes the annual meeting of the Board of Commissioners.

PARK	MONTHLY VEHICLE ENTRIES						
PARK	Current	Previous	Prev 3 Yr Avg	Change			
Lake St Clair	41,547	47,685	47,162	-12%			
Wolcott Mill	4,371	4,360	3,678	19%			
Stony Creek	67,706	67,150	64,945	4%			
Indian Springs	10,971	12,250	11,877	-8%			
Kensington	91,561	85,707	88,357	4%			
Huron Meadows	9,256	9,267	9,701	-5%			
Hudson Mills	26,928	27,027	26,393	2%			
Lower Huron	30,609	28,577	30,045	2%			
Willow	25,884	21,092	19,604	32%			
Oakwoods	4,319	3,736	3,452	25%			
Lake Erie	18,298	20,095	21,330	-14%			
Monthly TOTALS	331,450	326,946	326,543	2%			

MONTHLY TOLL REVENUE							
Current	Previous	Prev 3 Yr Avg	Change				
\$ 214,515	\$ 167,404	\$ 176,380	22%				
\$ -	\$ -	\$ -	-				
\$ 348,749	\$ 272,566	\$ 260,683	34%				
\$ 43,205	\$ 36,984	\$ 33,814	28%				
\$ 314,032	\$ 224,097	\$ 222,445	41%				
\$ 5,834	\$ 4,063	\$ 3,653	60%				
\$ 69,638	\$ 54,389	\$ 53,457	30%				
\$ 76,355	\$ 51,710	\$ 57,443	33%				
\$ 51,092	\$ 35,095	\$ 36,140	41%				
\$ 8,374	\$ 6,940	\$ 5,818	44%				
\$ 81,863	\$ 58,022	\$ 61,100	34%				
\$ 1,213,656	\$ 911,270	\$ 910,933	33%				

PARK	Y-T-D VEHICLE ENTRIES						
PARK	Current	Previous	Prev 3 Yr Avg	Change			
Lake St Clair	106,047	118,049	118,291	-10%			
Wolcott Mill	14,773	14,549	11,898	24%			
Stony Creek	153,075	153,037	151,181	1%			
Indian Springs	22,625	27,011	30,982	-27%			
Kensington	246,090	237,622	254,048	-3%			
Huron Meadows	31,728	24,851	26,859	18%			
Hudson Mills	68,488	73,617	76,985	-11%			
Lower Huron	82,717	85,779	92,153	-10%			
Willow	68,905	65,722	65,428	5%			
Oakwoods	13,490	13,716	13,780	-2%			
Lake Erie	11,053	53,810	56,888	-81%			
Monthly TOTALS	818,991	867,763	898,493	-9%			

Y-T-D TOLL REVENUE							
	Current		Previous	Pr	ev 3 Yr Avg	Change	
\$	418,198	\$	322,621	\$	342,898	22%	
\$	-	\$	=	\$	=		
\$	778,283	\$	576,560	\$	577,814	35%	
\$	105,312	\$	92,419	\$	90,331	17%	
\$	25,519	\$	12,012	\$	9,625	165%	
\$	37,166	\$	20,267	\$	19,250	93%	
\$	208,922	\$	158,651	\$	167,835	24%	
\$	151,114	\$	100,365	\$	120,060	26%	
\$	105,427	\$	69,545	\$	76,296	38%	
\$	19,810	\$	18,910	\$	18,365	8%	
\$	218,055	\$	160,223	\$	170,487	28%	
\$	2,067,806	\$	1,531,573	\$	1,592,960	30%	

PARK	MONTHLY PARK REVENUE						
PARK	Current	Previous	Prev 3 Yr Avg	Change			
Lake St Clair	\$ 266,712	\$ 207,419	\$ 223,293	19%			
Wolcott Mill	\$ 54,261	\$ 64,523	\$ 61,020	-11%			
Stony Creek	\$ 563,575	\$ 485,896	\$ 456,539	23%			
Indian Springs	\$ 168,685	\$ 145,978	\$ 144,076	17%			
Kensington	\$ 547,010	\$ 421,231	\$ 411,030	33%			
Huron Meadows	\$ 110,750	\$ 111,689	\$ 113,239	-2%			
Hudson Mills	\$ 140,401	\$ 135,991	\$ 124,646	13%			
Lower Huron	\$ 149,435	\$ 73,757	\$ 103,413	45%			
Willow	\$ 139,871	\$ 156,925	\$ 138,535	1%			
Oakwoods	\$ 12,797	\$ 10,203	\$ 8,114	58%			
Lake Erie	\$ 237,826	\$ 196,115	\$ 214,357	11%			
Y-T-D TOTALS	\$ 2,391,322	\$ 2,009,727	\$ 1,998,262	20%			

Y-T-D PARK REVENUE						
Current	Previous	Prev 3 Yr Avg	Change			
\$ 512,930	\$ 413,033	\$ 447,732	19%			
\$ 134,093	\$ 122,921	\$ 134,955	-1%			
\$ 1,200,205	\$ 991,202	\$ 981,175	22%			
\$ 302,014	\$ 276,730	\$ 279,884	8%			
\$ 1,222,125	\$ 943,640	\$ 950,879	29%			
\$ 216,883	\$ 176,804	\$ 201,295	8%			
\$ 365,389	\$ 319,533	\$ 314,481	16%			
\$ 221,555	\$ 141,660	\$ 185,935	19%			
\$ 263,954	\$ 222,435	\$ 232,109	14%			
\$ 28,138	\$ 26,008	\$ 25,866	9%			
\$ 478,201	\$ 407,476	\$ 443,450	8%			
\$ 4,945,487	\$ 4,041,442	\$ 4,197,761	18%			

District	Y-T-D Vehicle Entries by Management Unit						
District	Current	Previous	Prev 3 Yr Avg				
Eastern	273,895	285,635	281,370	-3%			
Western	368,931	363,101	388,873	-5%			
Southern	176,165	219,027	228,249	-23%			

District	Y-T-D Total Revenue by Management Unit						
DISTRICT	Current	Previous	Prev 3 Yr Avg				
Eastern	1,847,228	1,527,156	1,563,862				
Western	2,106,411	1,716,707	1,746,539				
Southern	991,848	797,579	887,369 of 7				

GOLF THIS	MONTHLY ROUNDS						
MONTH	Current	Previous	Prev 3 Yr Avg	Change			
Wolcott Mill	1,436	2,419	2,230	-36%			
Stony Creek	4,287	5,369	5,016	-15%			
Indian Springs	3,463	3,568	3,551	-2%			
Kensington	4,332	4,671	4,697	-8%			
Huron Meadows	3,085	3,567	3,576	-14%			
Hudson Mills	2,395	2,623	2,165	11%			
Willow	2,470	3,238	2,576	-4%			
Lake Erie	3,298	3,371	3,407	-3%			
Total Regulation	24,766	28,826	27,218	-9%			
LSC Par 3	1,136	1,886	1,689	-33%			
L. Huron Par 3	684	924	895	-24%			
Total Golf	26,586	31,636	29,803	-11%			

MONTHLY REVENUE						
Current		Previous	Р	rev 3 Yr Avg	Change	
\$ 29,937	\$	45,051	\$	46,203	-35%	
\$ 124,228	\$	158,701	\$	142,552	-13%	
\$ 96,316	\$	96,047	\$	96,331	0%	
\$ 97,646	\$	119,744	\$	113,410	-14%	
\$ 91,682	\$	105,000	\$	102,573	-11%	
\$ 45,072	\$	55,604	\$	46,719	-4%	
\$ 60,190	\$	95,046	\$	75,581	-20%	
\$ 77,980	\$	81,009	\$	82,343	-5%	
\$ 623,051	\$	756,201	\$	705,711	-12%	
\$ 7,168	\$	10,829	\$	9,205	-22%	
\$ 4,555	\$	5,922	\$	5,045	-10%	
\$ 634,774	\$	772,952	\$	719,961	-12%	

GOLF Y-T-D	GOLF ROUNDS Y-T-D						
GOLF Y-1-D	Current	Previous	Prev 3 Yr Avg	Change			
Wolcott Mill	1,941	2,639	2,959	-34%			
Stony Creek	5,777	7,340	7,317	-21%			
Indian Springs	4,551	4,774	5,432	-16%			
Kensington	6,165	6,462	7,299	-16%			
Huron Meadows	4,587	5,046	5,839	-21%			
Hudson Mills	3,213	3,621	2,888	11%			
Willow	3,655	3,646	3,799	-4%			
Lake Erie	2,228	4,426	5,003	-55%			
Total Regulation	32,117	37,954	40,536	-21%			
LSC Par 3	1,497	2,197	2,253	-34%			
L. Huron Par 3	978	1,072	1,121	-13%			
Total Golf	34,592	41,223	43,910	-21%			

	GOLF REVENUE Y-T-D						
Current	Previous	Prev 3 Yr Avg	Change				
\$ 41,414	\$ 49,151	\$ 62,900	-34%				
\$ 215,272	\$ 258,484	\$ 247,721	-13%				
\$ 130,826	\$ 130,223	\$ 144,902	-10%				
\$ 153,385	\$ 166,297	\$ 178,993	-14%				
\$ 135,412	\$ 136,774	\$ 156,856	-14%				
\$ 84,036	\$ 93,769	\$ 77,948	8%				
\$ 113,676	\$ 116,492	\$ 114,371	-1%				
\$ 138,501	\$ 144,439	\$ 150,494	-8%				
\$ 1,012,522	\$ 1,095,629	\$ 1,134,184	-11%				
\$ 9,260	\$ 12,384	\$ 11,969	-23%				
\$ 6,614	\$ 6,850	\$ 6,339	4%				
\$ 1,028,396	\$ 1,114,863	\$ 1,152,491	-11%				

AOUATICS THIS	PATRONS THIS MONTH						
MONTH	Current	Previous	Prev 3 Yr Avg	Change			
Lake St. Clair	4,002	703	2,902	38%			
KMP Splash	3,787	774	2,670	42%			
Lower Huron	5,904	775	4,083	45%			
Willow	1,422	71	1,168	22%			
Lake Erie	3,830	302	2,363	62%			
TOTALS	18,945	2,625	13,186	44%			

MONTHLY REVENUE							
Current		Previous	Pr	ev 3 Yr Avg	Change		
\$ 15,964	\$	2,799	\$	8,828	81%		
\$ 16,769	\$	2,793	\$	9,067	85%		
\$ 50,856	\$	5,041	\$	27,310	86%		
\$ 5,247	\$	276	\$	4,207	25%		
\$ 18,516	\$	422	\$	12,965	43%		
\$ 107,352	\$	11,331	\$	62,378	72%		

AQUATICS Y-T-D	PATRONS Y-T-D						
AQUATICS 1-1-D	Current	Previous	Prev 3 Yr Avg	Change			
Lake St. Clair	4,002	703	2,902	38%			
KMP Splash	3,787	774	2,670	42%			
Lower Huron	5,904	775	4,083	45%			
Willow	1,422	71	1,168	22%			
Lake Erie	3,830	302	2,363	62%			
TOTALS	107,352	11,331	62,378	72%			

REVENUE Y-T-D							
Current		Previous	Pr	rev 3 Yr Avg	Change		
\$ 15,964	\$	2,799	\$	8,828	81%		
\$ 17,769	\$	3,593	\$	9,417	89%		
\$ 50,856	\$	5,041	\$	27,310	86%		
\$ 5,247	\$	276	\$	4,207	25%		
\$ 18,516	\$	422	\$	12,965	43%		
\$ 18,945	\$	2,625	\$	13,186	44%		

PARK	Seasonal Activities this Month					
FARK	Current	Previous	Prev 3 Yr Avg	Change		
Lake St. Clair						
Welsh Center	2	7	8	-75%		
Shelters	26	19	24	8%		
Boat Launches	711	677	801	-11%		
Marina	515	269	333	55%		
Mini-Golf	957	550	707	35%		
Wolcott						
Shelters	4	4	4	0%		
Stony Creek						
Disc Golf Daily	3,946	4,885	4,732	-17%		
Disc Golf Annual	11	29	22	-49%		
Total Disc Golf	3,957	4,914	4,753	-17%		
Shelters	41	90	80	-49%		
Boat Rental	2,307	1,143	1,521	52%		
Boat Launches	407	276	329	24%		
Indian Springs						
Shelters	11	8	12	-11%		
Event Room	1,426	844	654	118%		
Kensington						
Disc Golf Daily	5,896	7,004	5,663	4%		
Disc Golf Annual	26	40	25	3%		
Total Disc Golf	5,922	7,044	5,688	4%		
Shelters	79	85	75	5%		
Boat Rental	2,425	1,328	1,445	68%		
Huron Meadows						
Shelters	0	4	7	-		
Boat Rental	47	52	53	-11%		
Hudson Mills						
Disc Golf Daily	2,483	2,801	2,996	-17%		
Disc Golf Annual	28	23	22	27%		
Total Disc Golf	2,511	2,824	3,018	-17%		
Shelters	21	29	30	-31%		
Canoe Rental	340	286	254	34%		
Lower Huron / W	illow / Oakwood	s				
LH Shelters	34	34	35	-3%		
Willow Shelters	18	27	30	-39%		
Lake Erie						
Shelters	7	9	14	-50%		
Boat Launches	2,072	2,241	2,318	-11%		
Marina	10	0	2	476%		

	Monthly Revenue						
(Current	F	Previous	Pre	ev 3 Yr Avg	Change	
\$	2,600	\$	700	\$	1,467	77%	
\$	12,080	\$	13,800	\$	11,983	1%	
\$	-	\$	-	\$	-	-	
\$	2,736	\$	1,381	\$	2,677	2%	
\$	3,466	\$	1,782	\$	1,887	84%	
		•		•			
\$	3,020	\$	1,300	\$	2,017	50%	
\$	7,877	\$	9,773	\$	9,496	-17%	
\$	530	\$	1,150	\$	967	-45%	
\$	8,407	\$	10,923	\$	10,462	-20%	
\$	14,600	\$	17,900	\$	13,700	7%	
\$	20,301	\$	10,074	\$	13,243	53%	
\$	3,300	\$	3,100	\$	2,433	36%	
\$	1,750	\$	1,800	\$	2,050	-15%	
\$	-	\$	-	\$	-	-	
\$	11,791	\$	14,088	\$	11,386	4%	
\$	1,304	\$	1,760	\$	1,180	11%	
\$	13,095	\$	15,848	\$	12,566	4%	
\$	17,675	\$	17,750	\$	12,920	37%	
\$	2,850	\$	-	\$	900	217%	
\$	-	\$	800	\$	1,067	-	
\$	888	\$	923	\$	956	-7%	
						T.	
\$	4,966	\$	5,602	\$	5,993	-17%	
\$	1,240	\$	1,070	\$	1,040	19%	
\$	6,206	\$	6,672	\$	7,033	-12%	
\$	4,200	\$	5,800	\$	5,033	-17%	
\$	1,460	\$	1,265	\$	1,175	24%	
\$	7,500	\$	6,800	\$	5,817	29%	
\$	3,750	\$	5,400	\$	4,900	-23%	
\$	1,800	\$	1,950	\$	2,300	-22%	
\$	-	\$	-	\$	-	-	
\$	29,127	\$	28,717	\$	27,500	6%	

PARK		Seasonal Activities Y-T-D					
FARK	Current	Previous	Prev 3 Yr Avg	Change			
Lake St. Clair							
Welsh Center	16	22	26	-39%			
Shelters	26	19	25	5%			
Boat Launches	776	745	1,038	-25%			
Marina	515	269	334	54%			
Mini-Golf	957	550	707	35%			
Wolcott							
Shelters	14	26	23	-38%			
Stony Creek							
Disc Golf Daily	6,294	7,420	8,043	-22%			
Disc Annual	48	81	75	-36%			
Total Disc Golf	6,342	7,501	8,118	-22%			
Shelters	166	257	265	-37%			
Boat Rental	2,307	1,143	1,521	52%			
Boat Launches	473	351	390	21%			
Indian Springs							
Shelters	23	27	28	-17%			
Event Room	0	0	0	-			
Kensington				-			
Disc Golf Daily	8,843	10,058	8,814	0%			
Disc Annual	90	104	97	-8%			
Total Disc Golf	13,095	15,848	12,566	4%			
Shelters	260	277	259	0%			
Boat Rental	2,425	1,328	1,445	68%			
Huron Meadows							
Shelters	6	17	21	-72%			
Boat Rental	47	57	73	-36%			
Hudson Mills							
Disc Golf Daily	4,333	5,051	5,929	-27%			
Disc Annual	100	115	127	-21%			
Total Disc Golf	4,433	5,166	6,055	-27%			
Shelters	62	80	81	-23%			
Canoe Rental	340	286	254	34%			
Lower Huron / W	/illow / Oakwood	S					
LH Shelters	106	118	137	-23%			
Willow Shelters	53	62	74	-28%			
Lake Erie							
Shelters	41	57	60	-32%			
Boat Launches	1,334	4,599	5,026	-73%			
Marina	7	0	3	170%			

	Seasonal Revenue Y-T-D						
(Current	F	Previous	Pre	v 3 Yr Avg	Change	
\$	6,600	\$	7,500	\$	16,750	-61%	
\$	33,805	\$	46,775	\$	39,358	-14%	
\$	-	\$	-	\$	-	-	
\$	2,814	\$	1,381	\$	2,682	5%	
\$	3,466	\$	1,782	\$	1,887	84%	
\$	10,120	\$	10,400	\$	11,907	-15%	
\$	12,571	\$	14,832	\$	16,094	-22%	
\$	2,300	\$	3,200	\$	3,387	-32%	
\$	6,342	\$	7,501	\$	8,118	-22%	
\$	42,600	\$	50,900	\$	44,147	-4%	
\$	20,301	\$	10,074	\$	13,243	53%	
\$	25,200	\$	28,000	\$	28,600	-12%	
\$	4,350	\$	5,600	\$	4,667	-7%	
\$	-	\$	-	\$	-	-	
\$	17,685	\$	20,115	\$	17,561	1%	
\$	11,791	\$	14,088	\$	11,386	4%	
\$	8,933	\$	10,162	\$	8,911	0%	
\$	58,445	\$	56,200	\$	43,817	33%	
\$	7,600	\$	4,125	\$	8,442	-10%	
\$	1,400	\$	3,400	\$	3,483	-60%	
\$	888	\$	1,035	\$	1,342	-34%	
\$	8,666	\$	10,102	\$	11,857	-27%	
\$	4,640	\$	5,430	\$	6,113	-24%	
\$	4,433	\$	5,166	\$	6,055	-27%	
\$	12,400	\$	15,850	\$	13,733	-10%	
\$	1,460	\$	1,265	\$	1,175	24%	
\$	2,300	\$	23,600	\$	22,917	-90%	
\$	10,950	\$	12,400	\$	12,147	-10%	
\$	9,600	\$	9,250	\$	9,442	2%	
\$	-	\$	-	\$	-	-	
\$	54,088	\$	55,638	\$	57,809	-6%	

PARK	Winter Sports this Month								
FAIR	Current	Previous	Prev 3 Yr Avg	Change					
Lake St. Clair									
XC Skiers	0	0	0	-					
Ice Skaters	0	0	0	-					
Sledders	0	0	0	=					
Ice Fishermen	0	0	0	-					
Stony Creek	Stony Creek								
XC Skiers	0	0	0	-					
Ice Skaters	0	0	0	-					
Sledders	0	0	0	-					
Ice Fishermen	0	0	0	-					
Indian Springs									
XC Skiers	0	0	0	-					
Sledders	0	0	0	-					
Kensington									
XC Skiers	0	0	0	-					
Ice Skaters	0	0	0	-					
Sledders	0	0	0	-					
Ice Fishermen	0	0	0	=					
Huron									
XC Skiers	0	0	0	-					
Ice Fishermen	0	0	0	-					
Hudson Mills									
XC Skiers	0	0	0	-					
Lower Huron									
Ice Skaters	0	0	0	-					
Willow									
XC Skiers	570	0	0	-					
Ice Fishing	166	0	0	-					
Sledders	2,900	0	0	-					
Lake Erie									
XC Skiers	0	0	0	-					
Sledders	0	0	0	-					
Fishing	0	0	0	-					

Winter Sports Y-T-D								
Current	Previous	Prev 3 Yr Avg	Change					
103	17	74	39%					
488	265	280	74%					
525	0	0	-					
5,609	6,954	5,347	5%					
4,007	1,994	2,788	44%					
0	1,066	764	-					
5,031	6,929	4,555	10%					
748	835	896	-17%					
272	258	270	1%					
372	594	504	-26%					
4,663	1,594	1,373	240%					
0	564	758	-					
0	0	0	-					
2,417	372	320	655%					
8,060	3,866	2,024	298%					
592	142	132	348%					
3,325	400	553	502%					
479	319	462	4%					
570	146	296	92%					
166	57	73	127%					
2,900	1,592	1,810	60%					
47	13	16	188%					
140	48	73	92%					
0	0	0	-					

Monthly Patrons Served						
(total program participants and non-program visitors)						
	Current	F	Previous	Pre	ev 3 Yr Avg	Change
	19,338		22,875		23,068	-16%
	3,226		4,748		4,156	-22%
	12,601		12,603		13,345	-6%
	20,224		19,909		21,285	-5%
	15,029		15,579		15,129	-1%
	34,544		42,031		38,178	-10%
	44,945		46,892		49,384	-9%
	2,662		3,501		3,247	-18%
	4,967		5,467		5,543	-10%
	14,127		14,286		14,846	-5%
	14,918		13,405		15,222	-2%
	186,581		201,296		203,402	-8%
Monthly Revenue						
	Current	F	Previous	Pre	ev 3 Yr Avg	Change
\$	4,274	\$	4,630	\$	3,514	22%
\$	394	\$	1,029	\$	833	-53%
\$	8,094	\$	6,664	\$	5,523	47%
\$	294	\$	13	\$	65	352%
\$	2,927	\$	1,580	\$	2,346	25%
\$	11,315	\$	8,257	\$	7,934	43%
\$	3,871	\$	3,545	\$	3,855	0%
\$	5,063	\$	6,135	\$	6,289	-19%
\$	3,751	\$	5,042	\$	3,075	22%
\$	5,977	\$	6,282	\$	6,326	-6%
\$	4,067	\$	4,069	\$	3,060	33%
\$	682	\$	1,064	\$	521	31%
\$	10,726	\$	11,415	\$	9,906	8%
\$	3,085	\$	1,901	\$	1,771	74%
\$	1,524	\$	1,973	\$	2,133	-29%
\$	3,223	\$	3,263	\$	2,295	40%
\$	1,683	\$	2,301	\$	1,761	-4%
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Current 19,338 3,226 12,601 20,224 15,029 34,544 44,945 2,662 4,967 14,127 14,918 186,581 Current \$ 4,274 \$ 394 \$ 2,927 \$ 11,315 \$ 3,871 \$ 5,063 \$ 3,751 \$ 5,063 \$ 1,524 \$ 3,085 \$ 1,524 \$ 3,223	Current F 19,338 3,226 12,601 20,224 15,029 34,544 44,945 2,662 4,967 14,127 14,918 186,581 Current F \$ 4,274 \$ \$ 394 \$ \$ 2,927 \$ \$ 11,315 \$ \$ 3,871 \$ \$ 5,063 \$ \$ 3,751 \$ \$ 682 \$ \$ 10,726 \$ \$ 3,085 \$ \$ 3,223 \$	(total program participants at 2 Current Previous 19,338 22,875 3,226 4,748 12,601 12,603 20,224 19,909 15,029 15,579 34,544 42,031 44,945 46,892 2,662 3,501 4,967 5,467 14,127 14,286 14,918 13,405 186,581 201,296 Monthly R Current Previous \$ 4,274 \$ 4,630 \$ 394 \$ 1,029 \$ 8,094 \$ 6,664 \$ 294 \$ 13 \$ 2,927 \$ 1,580 \$ 11,315 \$ 8,257 \$ 3,871 \$ 3,545 \$ 5,063 \$ 6,135 \$ 3,751 \$ 5,042 \$ 4,067 \$ 4,069 \$ 682 \$ 1,064 \$ 10,726 \$ 11,415 \$ 3,085 \$ 1,901 \$ 1,524 \$ 1,973 \$ 3,223 \$ 3,263	Current Previous Previous 19,338 22,875 3,226 4,748 12,601 12,603 20,224 19,909 15,029 15,579 34,544 42,031 44,945 46,892 2,662 3,501 4,967 5,467 14,127 14,286 14,918 13,405 186,581 201,296 Monthly Revenu Current Previous Previous \$ 4,274 \$ 4,630 \$ \$ 394 \$ 1,029 \$ \$ 8,094 \$ 6,664 \$ \$ 294 \$ 13 \$ \$ 2,927 \$ 1,580 \$ \$ 11,315 \$ 8,257 \$ \$ 3,871 \$ 3,545 \$ \$ 5,063 \$ 6,135 \$ \$ 5,977 \$ 6,282 \$ \$ 4,067 \$ 4,069 \$ \$ 682 \$ 1,064 \$ \$ 10,726	Current Previous Prev 3 Yr Avg 19,338 22,875 23,068 3,226 4,748 4,156 12,601 12,603 13,345 20,224 19,909 21,285 15,029 15,579 15,129 34,544 42,031 38,178 44,945 46,892 49,384 2,662 3,501 3,247 4,967 5,467 5,543 14,127 14,286 14,846 14,918 13,405 15,222 186,581 201,296 203,402 Monthly Revenue Current Previous Prev 3 Yr Avg \$ 4,274 \$ 4,630 \$ 3,514 \$ 394 \$ 1,029 \$ 833 \$ 8,094 \$ 6,664 \$ 5,523 \$ 2,927 \$ 1,580 \$ 2,346 \$ 11,315 \$ 8,257 \$ 7,934 \$ 3,871 \$ 3,545 \$ 3,855 \$ 5,063 \$ 6,135 \$ 6,289 \$ 3,751

YTD Patrons Served									
	(total p	rogra	m participants	and i	non-program v	visitors)			
	Current		Previous	Prev 3 Yr Avg Change					
	46,397		51,296		57,287	-19%			
	10,774		12,949		12,871	-16%			
	40,638		45,276		43,559	-7%			
	51,965		54,741		66,108	-21%			
	39,163		42,413		40,884	-4%			
	101,032		132,488		124,647	-19%			
	107,396		129,365		131,164	-18%			
	9,427		11,974		11,582	-19%			
	18,344		17,559		18,689	-2%			
	52,882		57,814		57,065	-7%			
	53,977		52,231		57,368	-6%			
	531,995		608,106		621,223	-14%			
			YTD R	evenu	ie				
	Current	Previous		Prev 3 Yr Avg Change					
\$	11,182	\$	10,157	\$	8,136	37%			
\$	4,770	\$	4,191	\$	3,740	28%			
\$	27,309	\$	31,853	\$	22,331	22%			
\$	3,248	\$	544	\$	1,080	201%			
\$	24,719	\$	10,219	\$	23,595	5%			
\$	55,276	\$	42,616	\$	47,006	18%			
\$	9,823	\$	12,008	\$	13,906	-29%			
\$	16,525	\$	17,479	\$	17,114	-3%			
\$	9,556	\$	9,315	\$	8,261	16%			
\$	26,412	\$	30,468	\$	24,552	8%			
\$	11,798	\$	10,149	\$	9,937	19%			
\$	8,257	\$	7,969	\$	6,998	18%			
\$	9,578	\$	7,548	\$	7,212	33%			
\$	8,395	\$	8,339	\$	8,664	-3%			
\$	6,778	\$	6,437	\$	7,147	-5%			
\$	3,641	\$	4,577	\$	4,129	-12%			
\$	181,990	\$	171,253	\$	166,802	9%			

	ON-SITE Programs and Attendance							
BREAKDOWN OF ATTENDANCE	CURREN	IT YEAR	PREVIOUS YEAR					
ATTENDANCE	Programs	Attendance	Programs	Attendance				
Lake St Clair	227	6,755	241	704				
Wolcott Mill	7	223	22	42				
Wolcott Farm	81	3,059	93	424				
Stony Creek	114	3,299	112	984				
Indian Springs	104	6,802	111	776				
Kens NC	108	4,697	111	1,748				
Kens Farm	191	3,859	206	377				
Mobile Center	82	2,497	98	1,076				
Hudson Mills	39	1,212	33	314				
Oakwoods	74	1,861	102	250				
Lake Erie	87	1,830	52	1,491				
Totals	621,353	606,207	605,924	1				
BREAKDOWN OF	OTHER V (Non-pro							
ATTENDANCE	Current	Previous		"ON-SITE" -				
Lake St Clair	12,334	15,250		and programs				
Wolcott Mill	3,003	3,054						
Wolcott Farm	7,872	8,058		"OFF-SITE" -				
Stony Creek	16,707	15,750	special					
Indian Springs	7,548	7,999						
Kens NC	29,280	37,052		"OTHER VIS				
-	+			vicit to vicus				

41,086

3,500

11,684

12,863

42,616

3,200

11,610 12,098

30

Kens Farm

Mobile Center Hudson Mills

Oakwoods

Lake Erie

Totals

OFF-SITE Programs and Attendance							
CURREN	IT YEAR	PREVIOUS YEAR					
Programs	Attendance	Programs	Attendance				
10	249	11	704				
-	-	2	42				
3	1,670	5	424				
4	218	-	984				
18	679	18	776				
15	567	13	1,748				
-	-	-	377				
1	165	1	1,076				
9	255	18	314				
8	582	9	250				
6	225	4	1,491				
2,212,797	1,655,135	1,645,485	8,186				

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

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

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