

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
July 11, 2013 – 10:30 a.m.
Kensington Metropark – Farmhouse Grille

1. Chairman's Statement
2. Public Participation
3. Minutes
 - a. June 6, 2013 – Regular Meeting
 - b. June 6, 2013 – Closed Session
4. Approval of July 11, 2013 Agenda

Consent Agenda

5. **Approval of July 11, 2013 Consent Agenda**
 - a. Vouchers – May
 - b. Financial Statements – May
 - c. 2013 Second Quarter Appropriation Adjustments (pg. 1)
 - d. Purchases (pg. 5)
 1. Freightliner Van, Kensington Metropark
 - e. Bids – Picnic Shelter, Dexter-Huron (pg. 7)
 - f. Donations (pg. 9)

Regular Agenda

6. Legislative Report
7. Update – Park Superintendents
8. Reports
 - A. *Lake St. Clair Metropark*
 1. Resolution – MNRTF Grant Agreement (pg. 11)
 - B. *Stony Creek Metropark*
 1. Proposal for Professional Services – Gravity Sanitary Sewer to Shelby Township (pg. 15)
 - C. *Indian Springs*
 1. Oil and Gas Lease Amendments (pg. 21)
 - D. *Administrative Office*
 1. Approval – Board of Commission Policies (pg. 35)
 2. Downriver Community Conference Collateral Access Agreement (pg. 55)
 3. Intergovernmental Lock Up Services Agreement (pg. 63)

AGENDA
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8. Reports
 - D. *Administrative Office*
 4. Appointments – Pension Committee and Retiree Health Care Trust Board of Trustees (pg. 71)
 5. Approval – Interim Pension Plan Trustee, Retiree Health Care Trust Administrator (pg. 73)
9. Golf Update
10. Director's Report
11. Other Business
12. Commissioners' Comments
13. Motion to Adjourn

A Special Pension Committee meeting and Retiree Health Care Trust meeting will take place **prior** to the Thursday, July 11 Board meeting at **10:00 a.m.** at the Farmhouse Grille at Kensington Metropark.

The next regular Board of Commissioners meeting will be held Thursday, Aug. 8, 2013 at 10:30 a.m. at **Willow** Metropark at the Pool Area Food Bar.



HURON-CLINTON METROPOLITAN AUTHORITY

5 - c
Meeting of July 11, 2013

To: Board of Commissioners
From: Rebecca Franchock, Chief Accountant
Subject: 2013 Second Quarter Budget Appropriation Amendments
Date: July 1, 2013

In order to maintain compliance with 2013 Budget line item appropriation limits, monthly reviews have been made of Capital and Operational General Fund expenditure accounts. As a result of these reviews and subsequent review and approval by the Director, these appropriation adjustments have been recorded.

\$327,900 (67 percent) of the \$489,800 in General Fund appropriation adjustments made represent appropriations transferred between accounts within the same cost center.

\$26,300 (5 percent) of the \$489,800 in General Fund appropriation adjustments made represent appropriations transferred between accounts, between different cost centers.

Appropriations totaling \$135,600 (28 percent) were made from the General Fund Reserve for Future Contingency Account for the following items:

1	\$ 70,000	Golf consulting services
2	55,300	Litigation
3	3,400	Spray Zone water meter – Kensington
4	1,300	Emergency sink hole repairs – Lower Huron
5	3,000	Additional part-time staff to replace unplanned severed full-time employee – Hudson Mills
6	2,600	Bench, tree and other park operating donations – Lake St. Clair, Kensington and Stony Creek
	<u>\$ 135,600</u>	

Please note, in addition to the above appropriation adjustments, \$10,000 was taken from the Reserve for Supplemental Major Maintenance.

1	<u>\$ 10,000</u>	Sanitary Sewer Project - Kensington
	<u>\$ 10,000</u>	

In addition, the Fund Balance has been increased by \$2,600 related to various donations.

Attachment: 2013 First Quarter Budget Amendments

Recommendation: That the Board of Commissioners approve the 2013 second Quarter Budget Amendments as recommended by Director McCulloch, Chief Accountant Franchock and staff.

Summary of Changes by Cost Center

	Appropriations Transferred Out of Cost Center	Appropriations Transferred Into Cost Center	Appropriations Transferred Within Cost Center	Appropriations From Reserve	Total Appropriations Transferred
<u>Equipment</u>					
Lake St Clair	(800)	-	-	-	(800)
Kensington	(1,200)	-	-	-	(1,200)
<u>Major Maintenance</u>					
Lake St Clair	(7,200)	-	-	-	(7,200)
<u>Operations</u>					
Administrative Office	(13,300)	10,000	1,400	125,300	123,400
Lake St Clair	-	9,800	9,000	1,100	19,900
Kensington	-	1,500	-	4,500	6,000
Lower Huron	-	-	-	1,300	1,300
Hudson Mills	-	2,800	30,100	3,000	35,900
Stony Creek	(3,800)	-	2,900	400	(500)
Lake Erie	-	-	21,700	-	21,700
Wolcott Mill	-	2,000	261,400	-	263,400
Indian Springs	-	200	-	-	200
Natural Resources	-	-	1,400	-	1,400
Total Adjustments	<u>\$ (26,300)</u>	<u>\$ 26,300</u>	<u>\$ 327,900</u>	<u>\$ 135,600</u>	<u>\$ 463,500</u>

Supplemental Major Maintenance Fund

<u>Major Maintenance</u>					
Kensington	-	-	-	10,000	10,000
Total Supplemental Major Maint.	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Total All Funds	<u>\$ (26,300)</u>	<u>\$ 26,300</u>	<u>\$ 327,900</u>	<u>\$ 145,600</u>	<u>\$ 473,500</u>



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: ITB 13-023
 Project Title: Freightliner Van
 Location: Kensington Metropark, Oakland County
 Date: July 1, 2013

Bids Opened: Wednesday, June 10, 2013 at 2:00 p.m.

Scope of Work: Furnish and deliver a new 2014 Freightliner Sprinter Cargo Van, to be used as the new Mobile Learning Center vehicle. The Sprinter 2500 features an extended cargo bed, high roof and 547 cubic feet of volume. It allows ample space for interpretive displays and equipment, and it provides sufficient height for interpretive staff and visitors to stand and move about comfortably. The original Mobile Learning Center, a 1985 Dorsey Trailer donated by Commissioner Welsh in 1995, is rusted, deteriorated and beyond repair. More than \$20,000 has been spent in repair cost to date. The cargo van configuration will provide more flexibility and mobility than the former semi tractor-trailer configuration and it will permit access to more venues and will reduce setup time. After review of available products, staff has determined that the Sprinter is the only cargo van that has the necessary volume, length and height to support the Mobile Learning Center program. This item is not available on a governmental contract.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Hoekstra Specialty Vehicles	Troy	\$51,645.00
LaFontaine Fleet & Commercial Operations*	Highland	\$35,795.00

NOTE: The unit bid by LaFontaine is a 2013 Nissan NV 2500 Cargo Van which is a much shorter vehicle. It contains only 323 cubic feet of space and 120 inches of bed length, versus the Sprinter's 547 cubic feet of space and 185 inches of length. These features are important due to the requirements of the Mobile Learning Center program.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 80 REGISTERED SUPPLIERS.

Recommendation: that the Board of Commissioners award ITB-13-023 to the low responsive, responsible bidder, Hoekstra Specialty Vehicles in the amount of \$51,645.00 as recommended by Purchasing Agent Maria van Rooijen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

5 - e
Meeting of July 11, 2013

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Project No: 505-13Q
Project Title: West Picnic Shelter Replacement
Project Type: Capital Improvement
Location: Dexter-Huron Metropark, Washtenaw County
Date: July 1, 2013

Bids Opened: Tuesday, June 11, 2013 at 2:00 p.m.

Scope of Work: Work includes the demolition of an existing picnic shelter and adjacent pavement, construction of a new 24x36 picnic shelter, concrete walks, asphalt paths, handicap parking signs, picnic tables, grill and related work.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Michigan Recreational Construction, Inc.	Brighton	\$60,873.00
Cedroni Associates, Inc.	Utica	\$64,400.00
Envision Builders, Inc.	Wixom	\$69,774.66
R. L. Sheridan, LLC	Garden City	\$70,569.67
Brock & Associates, Inc.	Novi	\$72,536.00
J. T. Maurer Building Company, Inc.	Plymouth	\$74,070.91
Barrett Paving Materials, Inc.	Ypsilanti	\$88,154.01
MJC Construction Management, Inc.	Macomb	\$99,900.58
Budget Amount for Contract Services and Administration		\$50,000.00
Proposed Work Order Amount		
Contract Amount – Michigan Recreational Construction, Inc. (Rounded)		\$61,000.00
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount		\$62,000.00

The following contractors obtained bidding documents but did not submit a proposal: Sinclair Recreation, Holland; CMA Design, Shelby Twp.; Nagle Paving, Novi; Tulkki Construction, Milford.

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

Recommendation: That the Board of Commissioners award Contract No. 505-13Q to the low responsive, responsible bidder, Michigan Recreational Construction, Inc. in the amount of \$60,873.00 and authorize a transfer of funds from the Capital Projects Fund Balance to the Hudson Mills Capital Improvement Account (508.09-990) in the amount of \$12,000 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

5 - f
Meeting of July 11, 2013

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Donations
Date: July 1, 2013

The Metroparks received the following donations through June 30, 2013:

1. Michael Wagner with Discraft made a \$20,585 cash donation for a shelter for at the Black Locust Disc Golf Course at Kensington Metropark.
2. Marie Volkert made a \$500 cash donation to repair an older bench along the hike-bike trail at Kensington and to purchase a new additional bench, also located on the hike-bike trail at Kensington Metropark.

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



HURON-CLINTON METROPOLITAN AUTHORITY

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Meeting of July 11, 2013

To: Board of Commissioners
From: Susan H. Nyquist, Chief Planner
Subject: Resolution – MNRTF Grant Agreement
Location: Lake St. Clair Metropark, Macomb County
Date: July 1, 2013

The Michigan Natural Resources Trust Fund Board (MNRTF) approved an application for a MNRTF grant for land acquisition of property in Harrison Township of Macomb County and adjacent to Lake St. Clair Metropark at the regular meeting in December of 2012. With the approval of the State of Michigan Capital Outlay Budget, funds for grant projects are now available.

The grant, for \$229,000, is for the acquisition of 106 acres and represents 48 percent of the total projected costs of \$475,000. The Huron-Clinton Metropolitan Authority (Authority) is in receipt of the Project Agreement for Grant Project Number TF12-0578 and entitled "Lake St. Clair Land Acquisition (Acquisition)." To confirm the Authority's commitment to the Acquisition, the Agreement requires a "certified resolution of the local governing body accepting the grant." The main terms of the resolution are as follows:

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

1. To appropriate all funds necessary to complete the project during the project period and to provide Two Hundred Forty-Six Thousand (\$246,000) dollars representing approximately 52 percent of the total cost to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Attachment: Resolution – MNRTF Grant

Recommendation: That the Board of Commissioners approve the Resolution – MNRTF Grant Application as recommended by Chief Planner Nyquist and staff.

**HURON-CLINTON METROPOLITAN AUTHORITY
RESOLUTION**

Upon motion made by _____,

Seconded by _____,

the following Resolution was adopted:

"RESOLVED, that the Huron-Clinton Metropolitan Authority, 13000 High Ridge Drive, Brighton, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the Huron-Clinton Metropolitan Authority does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Two Hundred Forty-Six Thousand (\$246,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

I hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources adopted by the Huron-Clinton Metropolitan Authority on Thursday, July 11, 2013.

George Phifer
Executive Secretary



HURON-CLINTON METROPOLITAN AUTHORITY

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Meeting of July 11, 2013

To: Board of Commissioners
From: Michael Brahm-Henkel, Asset and Development Manager
Subject: Proposal for Professional Services
Location: Gravity Sewer to Shelby Township, Macomb County
Date: July 1, 2013

In response to staff's request, the firm of Anderson, Eckstein and Westrick, Inc. (AEW) of Shelby Township has submitted a proposal for engineering design services, for a new gravity sewer connection from Stony Creek Metropark to the Shelby Township sanitary sewer system. The scope of services will include the preparation of construction plans, specifications, cost estimates, geotechnical testing, wetland evaluations, permit applications, and construction support services. AEW's total fee amount, as shown in their attached proposal dated June 10, 2013, is \$32,060. AEW's design services will be provided on a fixed-fee basis, billed at their hourly rate. Construction service fees are estimated and will be billed based on actual services rendered. Application and review fees will be paid by AEW and reimbursed by HCMA.

The new gravity sewer service will allow the abandonment of the existing, deteriorated 6-inch cast iron force main that connects into the city of Rochester system. This force main, which extends 3,400 lineal feet from the pump station to the park boundary, is more than 40-years-old. It has experienced breaks and failures in recent years, and major repairs and/or replacement will otherwise be necessary. The new gravity main will also eliminate the existing sewage pump station and its associated costs of operation, maintenance and repair. This is because the Shelby Township sanitary sewer system is closer to Stony Creek Metropark's point of connection and can be reached by gravity main. In addition, Shelby Township sewer rates are less than the city of Rochester.

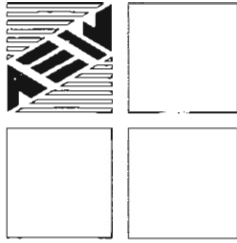
This project was one of the recommendations contained in AEW's June 2010 comprehensive engineering evaluation of the sanitary sewer system at Stony Creek. This evaluation, along with an evaluation of Stony Creek's water system, was authorized at the July 9, 2009 Board of Commission meeting. The results of this evaluation were reported to the Board at the July 8, 2010 meeting. AEW's June 2010 report estimated this project to cost \$318,000 (construction cost subtotal, 2010 prices).

In anticipation of this project, the Board of Commissioners approved a new Sanitary Sewer Service Agreement with Shelby Township on June 3, 2011. This Agreement, executed by Shelby Township on August 16, 2011, will replace the Authority's existing sewer service agreements with the city of Rochester (dated January 28, 1963 and August 12, 1965) after the new Shelby Township connection is in place.

AEW has extensive knowledge of the sanitary sewer systems of Shelby Township, the city of Rochester and Stony Creek Metropark. Based on AEW's previous work, a preliminary alignment for the gravity sewer has been identified, and a conceptual design has been prepared. As a key component of major park infrastructure having repair/replacement cost in excess of \$200,000, project funding through the Authority's Supplemental Major Maintenance Reserve Account is recommended.

Attachment: AEW Proposal for Professional Services

Recommendation: That the Board of Commissioners accept the proposal from Anderson, Eckstein and Westrick, Inc. to provide engineering consulting services as outlined in their proposal dated June 10, 2013, in the amount of \$32,060, and that funding for these services be provided through the Authority's Supplemental major Maintenance Reserve Fund, as recommended by Manager of Assets and Development Michael Brahm-Henkel and staff.



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

June 10, 2013

Michael Brahm-Henkel
Manager, Assets & Development
Huron-Clinton Metropolitan Authority
Administrative Offices
13000 High Ridge Drive
Brighton, Michigan 48114-9058

Reference: **Proposal for Professional Services**
Gravity Sanitary Sewer to Shelby Township
Stony Creek Metro Park
Washington Township, Michigan

Dear Mr. Brahm-Henkel:

Thank you for considering our firm for providing consulting professional engineering services on the project referenced above.

Understanding of the Project

The project consists of constructing a gravity sanitary sewer from the Boat Launch Pump Station to the Shelby Township sanitary sewer system at Twenty-six Mile and Copperfield. The sewer is to be constructed and placed into service by the end of March 2014.

The planned route, for the gravity sewer, will be per Option B as shown on drawing 1 of 2 in Appendix E of the Sanitary Sewer Evaluation Report prepared by Anderson, Eckstein and Westrick, Inc. (AEW) , dated June of 2010.

Services to be Provided

The project design includes development of the construction plans and technical specifications for the gravity sanitary sewer, and the abandonment of the Boat Launch Pump Station and the force main from the pump station to Twenty six Mile Road. Based upon our Understanding of the Project, we propose to furnish the following services:

- Preparation of the plan and profile drawings for the proposed construction efforts.
- Metering details based upon Shelby Township requirements.
- Electrical service needs.
- Easement description and sketches
- Research of existing records for potential force main connections located between Stony Creek Park and the City of Rochester.
- Wetland evaluations.
- Geotechnical Testing and evaluations.
- Meetings, meeting minutes, and project coordination with adjacent communities.
- Permit applications to MDEQ, Macomb County Department of Roads, County Soil Erosion Department, Washington Township and Shelby Township.
- Technical specifications and cost estimates.



Michael Brahm-Henkel
Manager, Assets & Development
June 10, 2013
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- Bid assistance, including a pre-bid meeting, addenda, bid tabulation, low bidder evaluations, and a recommendation of contract award.
- Construction support services such as preconstruction meeting, shop drawing reviews, change orders, and progress meetings.

Responsibilities of the Client

HCMA will be responsible for the following:

1. Topographical surveys for the proposed sewer construction.
2. Brush hogging and isolated tree removals to provide site access for geotechnical testing equipment.
3. Preparing the project bid documents (technical specifications prepared by AEW), coordinating the bid process, including advertising and distribution of bid documents.
4. Providing contract administration, daily inspections, and pay estimates.

Fee for Professional Services

All work for the professional engineering services described above will be performed according to the following fees:

	<u>Fee</u>
1. Design and draft construction plans	\$6,650.00
2. Specifications and cost estimates	3,950.00
3. Meetings, submittals, and bid assistance	5,560.00
4. Forcemain connection research	3,200.00
5. Wetland evaluations and permit application	3,150.00
6. Geotechnical testing and evaluation (6 borings)	4,750.00
7. Construction service support efforts (Budget amount)	4,800.00

All application and review fees will be paid by AEW and submitted to HCMA as a reimbursable expense.

Due to the variable support effort needed during construction, our construction services are estimated for budgeting purposes only. We will invoice for construction services on an hourly basis for actual services rendered.

Basis of Payment

Work in progress will be invoiced every four weeks (billing cycle) based upon hourly charges to date. Payment is due within twenty-eight days of invoice date. There are no mileage expenses required. Travel time is charged portal to portal.



Michael Brahm-Henkel
Manager, Assets & Development
June 10, 2013
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Please note that the fees quoted are for services completed within one year. If time beyond one year is required, an adjustment to the fees for the remaining portion may be made to reflect changes in cost of living, based on the Consumer's Price Index.

Other Terms of Service

Services provided by AEW under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to AEW and by mutual agreement between the parties, AEW will correct those services not meeting such standard without additional compensation.

No party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party(s).

The Client or his authorized agent may terminate this agreement within five days written notice. The Client must pay for any unpaid work and expenses incurred prior to termination.

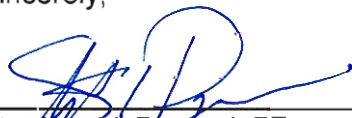
Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required.

We thank you once again for the opportunity to work with you on this project.

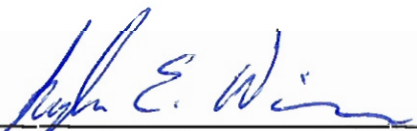
Sincerely,

Accepted By



Stephen V. Pangori, PE
Executive Vice President

Signature



Lyle E. Winn, PE,
Senior Project Engineer

Printed Name, Title

Date

Enclosure: 2013 Hourly Rate Schedule

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EXHIBIT "A"

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 141.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	129.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	116.00
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	95.00
TEAM LEADER	95.00
ENGINEERING AIDE III	79.00
ENGINEERING AIDE II	72.00
ENGINEERING AIDE I	64.00
ENGINEERING AIDE TRAINEE	46.00
SECRETARIAL (Special Projects)	39.00
SURVEY FIELD (3 PERSON CREW)	192.00
SURVEY FIELD (2 PERSON CREW)	161.00
SURVEY FIELD (1 PERSON CREW)	125.00
CONFINED SPACE ENTRY CREW	185.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	62.00
DATA COLLECTOR (SURVEY CREW)	26.00
GPS SURVEY EQUIPMENT	66.00

EFFECTIVE JANUARY 2013 AND
UPDATED ANNUALLY TO REFLECT CPI.



HURON-CLINTON METROPOLITAN AUTHORITY

8 - C - 1

Meeting of July 11, 2013

To: Board of Commissioners
From: Michael Brahm-Henkel, Asset and Development Manager
Subject: Oil and Gas Lease Amendments 1 and 2, Jordan Development Co.
Location: Indian Springs Metropark, Oakland County
Date: July 1, 2013

On June 7, 2012 and October 11, 2012, the Board of Commissioners approved oil and gas leases for 316.00 acres and 2,134.66 acres respectively, covering a total of 2,450.66 acres of land at Indian Springs Metropark. Since that time, Jordan has actively explored for oil and gas within the park. Currently, one well (located near the northeast corner of White Lake Road and Teggerdine Road) is in the process of being completed and tested. A second well (near Hillsborough Road and Hillman Drive) has been drilled vertically, and a second phase of horizontal drilling is in progress.

Two amendments to the leases are proposed at this time. The first amendment changes the lease to permit production facilities at the site of the first well. The second amendment is a technical amendment to add acreage to the 316-acre lease, acreage that was originally excepted from the lease's legal description. All other terms of the leases remain unchanged. The legal firm Topp Law, PLC of Gaylord, Michigan that specializes in oil and gas leases reviewed the amendments.

Amendment 1

When the leases were originally drafted, Jordan anticipated that production facilities serving the wells within Indian Springs Metropark would be located off Metropark land. Therefore, they were drafted as "limited development" leases, meaning that only wells, access roads, pipelines and related wellhead items can be placed on Metropark land. Production facilities, meaning tanks, treaters, compressors, gas processing facilities and related items, are not allowed without the Metroparks' written consent.

At this time Jordan has concluded that, given the existing and planned well sites in the park, locating a production facility at the site of Well Number 1 would be the most effective means of placing the wells into production and generating revenues promptly. Jordan proposes that oil and gas wells located within Indian Springs Metropark (and nearby off-site wells, if any are developed) be produced at the proposed facility.

The production equipment will be confined to the area of the existing well site, which will not be enlarged. Oil tanks will be provided for storage of oil produced, oil which will be transported off site on a regular basis. A gas compressor and meter station will be required for treatment of gas produced prior to transport into the nearby MichCon pipeline. Product flow lines will be routed to this site, lines which were previously anticipated to be routed to an off-site facility. Other than these and related production items, inclusion of production facilities at this site will result in no added impact to environmental or recreational values in the park. The site is located away from recreational use areas and is well-screened from public view. No other production facilities will be permitted at Indian Springs Metropark under this amendment.

As consideration for this lease amendment, Jordan will provide an override royalty of 2 percent, applicable to wells/drilling units located on neighboring lands, wells in which the Metroparks has no interest. In cases where a drilling unit straddles our park boundary, the override royalty would apply based on the proportion of land within the drilling unit in which the Metroparks has no interest. The intent of the override royalty is to capture revenues from wells produced at the site but which are not located on Metropark land. Wells and drilling units located on Metropark land which are currently under lease and subject to the 25 percent royalty would not be subject to the 2 percent override royalty. Further, Jordan agrees that the Metroparks will receive a minimum annual royalty of \$25,000 for all wells which are produced at the site, whether they are located on or off Metropark land.

The proposed Amendment would apply to both the June 7, 2012 and the October 11, 2012 leases, since both contain the "limited development" language. Therefore, a separate Amendment Number 1 is necessary for each lease. Other items in Amendment No. 1 include:

- A legal description of the site of Well Number 1, to define the boundaries of the production facility.
- Language regarding routing of pipelines/ flowlines along the alignments of existing roads and pipelines, to the greatest extent possible, to avoid fragmentation of habitat areas by the construction and maintenance of pipeline corridors.
- Language requiring the Metroparks' approval of the site landscaping plan for the production facility. This assures that the landscape design of screening and buffering of the site will be controlled by the Metroparks.
- Requirements for sound and odor minimization and H2S treatment (H2S is not expected to be encountered.)

Amendment 2

Amendment No. 2 is a technical amendment which adds 9.5 acres of land to the June 7, 2012 lease. Mineral rights associated with this acreage were originally excluded from the legally described lands under the lease. The acreage was the subject of a 1995 transaction in which the Metroparks transferred three parcels by quitclaim deed to the Oakland County Road Commission, in support of OCRC's White Lake Realignment project.

Legally, however, the Metroparks actually retained the mineral interest in these parcels, and should not have been excluded from the lease's legal descriptions. Under MCL 213.173 mineral rights are excluded from conveyances for highway purposes unless specifically included. Under MCL 554.292(5), the Metroparks' interest in the mineral rights cannot be abandoned through non-production, since the Dormant Minerals Act does not apply to governmental agencies.

The up-front consideration of \$150 per acre applies to this additional acreage; therefore, Jordan will pay a consideration of \$1,425.00 pursuant to this Amendment No. 2.

Attachments: **Amendment No. 1 (Production Facility) to June 7, 2012 Lease**
 Amendment No. 1 (Production Facility) to October 11, 2012 Lease
 Amendment No. 2 (Additional Lands) to June 7, 2012 Lease

Recommendation: That the Board of Commissioners approve the Oil and Gas Lease Amendments with Jordan Development Company as recommended by Asset and Development Manager Michael Brahm-Henkel and staff.

AMENDMENT NO. 1 TO OIL AND GAS LEASE

State: Michigan
County: Oakland
Lessor: Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended
 13000 High ridge Drive, Brighton, Michigan, 48114
Lessee: Jordan Development Company, LLC, a Michigan Limited Liability Company
 1503 Garfield Road North, Traverse City, Michigan, 49696

On June 7, 2012, **Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended,** as Lessor, executed and delivered to **Jordan Development Company, LLC, a Michigan Limited Liability Company,** as Lessee, an oil and gas lease (the "Lease") which a Memorandum of Oil and Gas Lease is recorded in Liber 44454, Page 133 of the Oakland County Register of Deeds, Oakland County, Michigan.

Lessor and Lessee, named above, mutually desire to amend said lease as follows:

1. Paragraph 1 of said Lease shall be amended to allow the construction, operation and maintenance of facilities (including but not necessarily limited to tanks, treater, power station, compressor, gas processing and metering facilities) as necessary to produce, treat, store, care for, sell, transport and remove production from existing or future wells ("Production Facilities") located on Lessor's land or on neighboring lands, said Production Facilities to be located at the site of HCMA #8-3 HD1, said site being located in the parcel of land described as follows:

Part of the NE Fractional 1/4 of Section 3, T3N R8E White Lake Township, Oakland County, Michigan, described as follows: Commencing at the E 1/4 Corner of said Section 3, thence N 00° 08' 52", 635.00 feet along the Section line; thence North 89° 20' 30" West, 750.00 feet to the point of beginning; thence North 89° 20' 30" West, 370.00 feet; thence South 00° 08' 52" East, 370.00 feet; thence South 89° 20' 30" East, 370.00 feet; thence North 00° 08' 52" West, 370.00 feet to the point of beginning.

In consideration for the rights and privileges herein granted, Lessor hereby agrees to pay Lessee an amount equal to two percent (2.0%) of 8/8ths royalty interest on the production and sales of hydrocarbons from wells in which Lessee does not have an interest to said Production Facility; provided, however, that said royalty interest shall apply proportionately, based on the proportion of land within the approved drilling unit in which Lessor does not have an interest. (For example, if Lessor has an interest in 40 acres within a 100 acre drilling unit, the royalty interest is 60% of 2%, or 1.2% of the 8/8ths royalty). It is further understood and agreed that Lessor shall receive a minimum royalty income of Twenty-Five Thousand dollars (\$25,000) annually from the production of all wells being operated and produced at the production facility. Meters shall be provided to record production from individual wells/production units.

2. Pipelines connecting wells to the Production Facility shall follow existing roadway and/or pipeline alignments to the greatest extent possible, to avoid fragmentation of habitat areas.

3. Lessee shall develop a landscape plan to include vegetative plantings, screening, fencing, grading and other landscape improvements related to the Production Facility site, which plan shall be approved by Lessor prior to implementation of the landscape plan. In the alternate and as mutually agreed upon by the parties, Lessee shall pay Lessor the sum of \$4,000 for Lessor's cost to design said landscape plan by its in-service landscape architect, for implementation of said plan by Lessee.

4. Noise. Lessee shall use its best reasonable efforts at all times to minimize all sounds and noises resulting from and being emitted by machinery and equipment that are permanent fixtures to said operations being conducted on the Land. Lessee agrees to construct its wells and facilities using the most effective materials, methods, equipment and technologies currently available at the time of execution of this Amendment, and to operate wells and facilities using best current practices, consistent with industry standards. Lessee shall operate the wells by electric power provided that electric is available on or adjacent to location. If electric power is not available, Lessee must use hospital grade mufflers, with both the engine coolers and mufflers facing in the most advantageous direction to minimize any remaining sounds and noises involved. Surface pumps, compressors or engines shall either be enclosed or sound shall otherwise be abated. Lessee acknowledges that the foregoing requirements concerning the suppression of sounds and noises may obligate it to exceed any minimum standards of sounds and noise suppression imposed by any local, state or federal authority having jurisdiction which may otherwise apply as a minimum standard of conduct.

5. In the event H2S is produced from any well connected to the Production Facility, Lessee shall treat H2S in strict accordance with the rules and regulations of the Michigan Department of Environmental Quality.

6. Nuisance Odors. Lessee shall use reasonable efforts at all times to minimize odors resulting from and being emitted by machinery and equipment that are permanent fixtures to said operations being conducted on or adjacent to the Land. Lessee will install a "Vapor Recovery Unit" at any facility located on or adjacent to Lessor's Land in an effort to mitigate any and all odors resulting from Lessee's operations.

This Amendment shall extend to and be binding on the heirs, representatives, successors, and assigns of Lessor and Lessee.

This Amendment is signed by Lessor and lessee as of the latest date of the acknowledgments of their signatures below.

Witnesses:

LESSOR: Huron–Clinton Metropolitan Authority

By: John E. La Belle, Chairman

Date

By: Robert W. Marans, Secretary

Date

Witnesses:

LESSEE: Jordan Development Company

By: Benjamin S. Brower, Vice President

Date

STATE OF MICHIGAN)
)§
COUNTY OF LIVINGSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013
by John E. La Belle, Chairman and Robert W. Marans, Secretary of the Huron-Clinton
Metropolitan Authority

Notary Public,

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
)§
COUNTY OF LIVINGSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013
by Benjamin S. Brower, Vice President of Jordan Development Company, LLC, a limited liability
company of Michigan.

Kathryn J. Rosinski
Notary Public, Grand Traverse County, MI
Acting in Grand Traverse County, MI
My Commission Expires: 03/19/2017

Prepared By: Patrick Gibson, West Bay Exploration Company, 13685 S. West Bay Shore Dr.,
Suite 200, Traverse City, MI 49684

AMENDMENT NO. 1 TO OIL AND GAS LEASE

State: Michigan
County: Oakland
Lessor: Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended
 13000 High ridge Drive, Brighton, Michigan, 48114
Lessee: Jordan Development Company, LLC, a Michigan Limited Liability Company
 1503 Garfield Road North, Traverse City, Michigan, 49696

On October 11, 2012, **Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended**, as Lessor, executed and delivered to **Jordan Development Company, LLC, a Michigan Limited Liability Company**, as Lessee, an oil and gas lease (the "Lease") which a Memorandum of Oil and Gas Lease is recorded in Liber____, Page____ of the Oakland County Register of Deeds, Oakland County, Michigan.

Lessor and Lessee, named above, mutually desire to amend said lease as follows:

1. Paragraph 1 of said Lease shall be amended to allow the construction, operation and maintenance of facilities (including but not necessarily limited to tanks, treater, power station, compressor, gas processing and metering facilities) as necessary to produce, treat, store, care for, sell, transport and remove production from existing or future wells ("Production Facilities") located on Lessor's land or on neighboring lands, said Production Facilities to be located at the site of HCMA #8-3 HD1, said site being located in the parcel of land described as follows:

Part of the NE Fractional 1/4 of Section 3, T3N R8E White Lake Township, Oakland County, Michigan, described as follows: Commencing at the E 1/4 Corner of said Section 3, thence N 00° 08' 52", 635.00 feet along the Section line; thence North 89° 20' 30" West, 750.00 feet to the point of beginning; thence North 89° 20' 30" West, 370.00 feet; thence South 00° 08' 52" East, 370.00 feet; thence South 89° 20' 30" East, 370.00 feet; thence North 00° 08' 52" West, 370.00 feet to the point of beginning.

In consideration for the rights and privileges herein granted, Lessor hereby agrees to pay Lessee an amount equal to two percent (2.0%) of 8/8ths royalty interest on the production and sales of hydrocarbons from wells in which Lessee does not have an interest to said Production Facility; provided, however, that said royalty interest shall apply proportionately, based on the proportion of land within the approved drilling unit in which Lessor does not have an interest. (For example, if Lessor has an interest in 40 acres within a 100 acre drilling unit, the royalty interest is 60% of 2%, or 1.2% of the 8/8ths royalty). It is further understood and agreed that Lessor shall receive a minimum royalty income of Twenty-Five Thousand dollars (\$25,000) annually from the production of all wells being operated and produced at the production facility. Meters shall be provided to record production from individual wells/production units.

2. Pipelines connecting wells to the Production Facility shall follow existing roadway and/or pipeline alignments to the greatest extent possible, to avoid fragmentation of habitat areas.

3. Lessee shall develop a landscape plan to include vegetative plantings, screening, fencing, grading and other landscape improvements related to the Production Facility site, which

plan shall be approved by Lessor prior to implementation of the landscape plan. In the alternate and as mutually agreed upon by the parties, Lessee shall pay Lessor the sum of \$4,000 for Lessor's cost to design said landscape plan by its in-service landscape architect, for implementation of said plan by Lessee.

4. Noise. Lessee shall use its best reasonable efforts at all times to minimize all sounds and noises resulting from and being emitted by machinery and equipment that are permanent fixtures to said operations being conducted on the Land. Lessee agrees to construct its wells and facilities using the most effective materials, methods, equipment and technologies currently available at the time of execution of this Amendment, and to operate wells and facilities using best current practices, consistent with industry standards. Lessee shall operate the wells by electric power provided that electric is available on or adjacent to location. If electric power is not available, Lessee must use hospital grade mufflers, with both the engine coolers and mufflers facing in the most advantageous direction to minimize any remaining sounds and noises involved. Surface pumps, compressors or engines shall either be enclosed or sound shall otherwise be abated. Lessee acknowledges that the foregoing requirements concerning the suppression of sounds and noises may obligate it to exceed any minimum standards of sounds and noise suppression imposed by any local, state or federal authority having jurisdiction which may otherwise apply as a minimum standard of conduct.

5. In the event H2S is produced from any well connected to the Production Facility, Lessee shall treat H2S in strict accordance with the rules and regulations of the Michigan Department of Environmental Quality.

6. Nuisance Odors. Lessee shall use reasonable efforts at all times to minimize odors resulting from and being emitted by machinery and equipment that are permanent fixtures to said operations being conducted on or adjacent to the Land. Lessee will install a "Vapor Recovery Unit" at any facility located on or adjacent to Lessor's Land in an effort to mitigate any and all odors resulting from Lessee's operations.

This Amendment shall extend to and be binding on the heirs, representatives, successors, and assigns of Lessor and Lessee.

This Amendment is signed by Lessor and lessee as of the latest date of the acknowledgments of their signatures below.

Witnesses:

LESSOR: Huron-Clinton Metropolitan Authority

By: John E. La Belle, Chairman

Date

By: Robert W. Marans, Secretary

Date

Witnesses:

LESSEE: Jordan Development Company

By: Benjamin S. Brower, Vice President

Date

STATE OF MICHIGAN)
)§
COUNTY OF LIVINGSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013
by John E. La Belle, Chairman and Robert W. Marans, Secretary of the Huron-Clinton
Metropolitan Authority

Notary Public,

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
)§
COUNTY OF LIVINGSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013
by Benjamin S. Brower, Vice President of Jordan Development Company, LLC, a limited liability
company of Michigan.

Kathryn J. Rosinski
Notary Public, Grand Traverse County, MI
Acting in Grand Traverse County, MI
My Commission Expires: 03/19/2017

Prepared By: Patrick Gibson, West Bay Exploration Company, 13685 S. West Bay Shore Dr.,
Suite 200, Traverse City, MI 49684

AMENDMENT NO. 2 TO OIL AND GAS LEASE

State: Michigan
County: Oakland
Lessor: Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended
 13000 High Ridge Dr., Brighton, Michigan 48114
Lessee: Jordan Development Company, LLC, a Michigan Limited Liability Company, 1503 Garfield Rd North, Traverse City, MI 49696

Effective Date: June 7, 2012

On June 7, 2012, **Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended**, as Lessor, executed and delivered to **Jordan Development Company, LLC, a Michigan Limited Liability Company**, Lessee, an oil and gas lease (the "Lease") which a Memorandum of Oil and Gas Lease is recorded in Liber 44454, Page 133, of the Oakland County Register of Deeds, Oakland County, Michigan.

Lessee, named above, owns the Lease and all rights under the Lease, and Lessee and Lessor mutually desire to amend the Lease to include additional lands.

For consideration of \$150.00 x 9.50 acres = \$1,425, Lessor agrees with Lessee that the description of the lands contained in and covered by the Lease is amended so that the lands (the "Amended Lands") to be covered by the Lease, shall be as follows:

That part of the following parcel lying within the South Half of the Northwest Quarter (SE1/2 NW¼) of Section 2, T3N-R8E, Oakland County, Michigan.

Part of the Northwest Quarter (NW¼) of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the West quarter corner of said Section 2; thence North 89°31'52" East, 7.52 feet along the East-West quarter section line of said Section 2 to the point of beginning; thence North 43°18'22" East, 83.10 feet; thence North 89°31'52" East, 1489.03 feet; thence Northeasterly 975.85 feet along an arc of a curve concave to the Northwest having a radius of 1440.00 feet, a central angle of 58°49'40" and a long chord bearing North 70°07'02" East, 957.28 feet; thence North 50°42'12" East, 290.98 feet to a point on the North-South quarter section line of said Section 2, said point distant South 00°45'30" East, 130.69 feet from a 3/4 inch iron pipe; thence South 00°45'30" East, 560.64 feet along said North-South quarter section line to the center of said Section 2; thence South 89°31'52" West, 2678.93 feet along said East-West quarter section line to the point of beginning. Part of Parcel No. 12-02-100-032. 7.89 acres more or less.

AND

That part of the following parcel lying within the West Half of the Northeast Quarter (W1/2 NE¼) of Section 2, T3N-R8E, Oakland County, Michigan.

Commencing at the East 1/4 corner of said Section 2; thence North 88° 13' 15" West, 2690.74 feet to the center said Section 2 (as monumented); thence North 01° 34 minutes 43 seconds East, 512.37 feet along the North-South 1/4 section line of said Section 2 to the point of beginning; thence continuing North 01° 34 minutes 43 seconds East, 178.96 feet along said North-South 1/4 section line to a 3/4" iron pipe; thence continuing North 01° 34 minutes 43 seconds East, 52.61 feet along said North-South 1/4 section line; thence South 36° 57' 35" East, 85.12 feet; thence along the centerline of White lake Road Southwesterly 175.88 feet along an arc on a curve concave to the Southeast (having a radius of 286.36 feet, a central angle of 35° 11' 29" and a long chord bearing South 19° 12' 36" West, 173.13 feet); thence North 88° 25' 17" West, 0.59 feet to the point of beginning. Part of Tax parcel No. 12-02-100-032. 0.10 acres more or less

AND

That part of the following parcel lying within the North Half of the Northeast Quarter (N1/2 NE¼) of Section 2, T3N-R8E, Oakland County, Michigan.

Commencing at the East quarter corner of said Section 2; thence North 88°13'15" West, 2690.74 feet to the center of said Section 2 (as monumented); thence North 01°34'43" East, 512.37 feet along the North-South quarter section line of said Section 2 to a point, said point distant South 01°34'43" West, 178.96 feet from a 3/4 inch iron pipe; thence along the following 4 courses: (1) South 88°25'17" East, .59 feet; (2) North 19°12'36" East, 173.13 feet; (4) North 61°34'06.5" East, 239.89 feet; (4) North 83°04'34.5" East, 45.33 feet to the point of beginning; thence North 53°02'25" East, 451.04 feet; thence Northeasterly 161.60 feet along an arc on a curve concave to the Southeast having a radius of 1335.00 feet, a central angle of 06°36'08" and a long chord bearing North 56°30'28" East, 161.50 feet; thence South 01°05'15" West, 40.24 feet; thence North 74°53'18" East, 567.21 feet; thence North 03°35'10" West, 65.74 feet; thence Northeasterly 179.31 feet along an arc of a curve concave to the South (having a radius of 1335.00 feet, a central angle of 07°41'43.5" and a long chord bearing North 88°27'48" East, 179.17 feet); thence South 09°15'00" West, 24.65 feet to a point, said point distant North 01°49'17" East, (recorded as North 01°49'55" East) 1378.36 feet along the East line of said Section 2 to a 1/2 inch iron re-rod and North 89°16'05" West (recorded as North 89°15'17" West), 1192.77 feet from the East quarter corner of said Section 2; thence South 01°05'15" West, 42.05 feet; thence along the centerline of White Lake Road Southwesterly 178.34 feet along an arc on a curve concave to the Southeast (having a radius of 509.14 feet, a central angle of 20°08'11" and a long chord bearing South 69°17'22" West, 178.02 feet; thence along said centerline South 59°13'16" West, 73.07 feet; thence along said centerline Southwesterly 233.64 feet along an arc on a curve concave to the Northwest (having a radius of 415.42 feet, a central angle of 32°13'28" and a long chord bearing South 75°20'00" West, 230.57 feet); thence along said centerline North 88°33'15" West, 115.53 feet; thence along said centerline Southwesterly 288.57 feet along an arc on a curve concave to the Southeast (having a radius of 428.53 feet, a central angle of 38°34'58" and a long chord bearing South 72°09'16" West, 283.15 feet); thence along said centerline South 52°51'45" West, 256.35 feet; thence along said centerline Southwesterly 187.79 feet along an arc on a curve concave to the Northwest (having a radius of 399.11 feet, a central angle of 26°57'31" and a long chord bearing South 66°20'30" West, 186.06 feet) to the point of beginning. Part of Parcel No. 12-02-100-032. 1.51 acres more or less.

The Lease, as amended, also covers and includes all other lands owned or claimed by the Lessor contiguous or adjacent to the Amended Lands. If and when it is determined that the Lessor owns lands adjacent or contiguous to the Amended Lands, which additional lands are not specifically covered and included in the description of the amended Lands that are the subject of this Amendment and covered by the Lease, Lessor agrees to execute and deliver to

Lessee additional instruments or amendments, to the Lease, as may be necessary, or reasonably requested, to particularly describe the additional lands and expressly include those lands in the Lease. Lessor shall grant these additional instruments or amendments to Lessee for the consideration given for this Amendment and the Lease. In all other respects, Lessor adopts, ratifies, and confirms all the terms of the Lease, as amended by this Amendment, and hereby leases, demises, and lets all of the Amended Lands to Lessee, subject to the terms and provisions of the Lease.

This Amendment shall extend to and be binding on the heirs, representatives, successors, and assigns of Lessor and Lessee.

This Amendment is signed by Lessor and Lessee as of the date of the acknowledgments of their signatures below, but is effective for all purposes as of the Effective Date stated above.

Witnesses:

LESSOR: Huron–Clinton Metropolitan Authority

By: John E. La Belle, Chairman

Date

By: Robert W. Marans, Secretary

Date

Witnesses:

LESSEE: Jordan Development Company

By: Benjamin S. Brower, Vice President

Date

STATE OF MICHIGAN)
)§
COUNTY OF LIVINGSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013
by John E. La Belle, Chairman and Robert W. Marans, Secretary of the Huron-Clinton
Metropolitan Authority

Notary Public,

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
)§
COUNTY OF LIVINGSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013
by Benjamin S. Brower, Vice President of Jordan Development Company, LLC, a limited liability
company of Michigan.

Kathryn J. Rosinski
Notary Public, Grand Traverse County, MI
Acting in Grand Traverse County, MI
My Commission Expires: 03/19/2017

Prepared By: Patrick Gibson, West Bay Exploration Company, 13685 S. West Bay Shore Dr.,
Suite 200, Traverse City, MI 49684



HURON-CLINTON METROPOLITAN AUTHORITY

8 - D - 1

Meeting of July 11, 2013

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Proposed Revisions for Board Approved Policies
Date: July 1, 2013

Attached are remaining policies requiring Board review. Staff has reviewed and updated the policies to include revisions in policy language and rescinding outdated policies.

For ease of use, changes with obsolete language are ~~crossed-out~~ and new language is highlighted in **red**.

Policies for Board approval include the following:

- Contaminated Land Policy (**language updated**)
- Capital Improvement Project Savings (**language updated**)
- General Policies, Statement of Master Plan (**rescind – obsolete**)
- Land Acquisition (**language updated**)
- Land Acquisition Grant Reimbursement Appropriations (**language updated**)
- Property Divestiture Policy and Procedure (**language updated**)
- Proceeds from Land Divestiture (**language updated**)
- Reserve Account – Major Maintenance Fund (**policy name change and language updated**)

Attachments: Board of Commission Policies for Approval

Recommendation: That the Board of Commissioners adopt the policy changes as recommended by Director McCulloch and staff.



<p style="text-align: center;">REVISED</p> <p style="text-align: center;">HURON-CLINTON METROPOLITAN AUTHORITY</p> <p style="text-align: center;">BOARD OF COMMISSION POLICY</p>	EFFECTIVE DATE: 7/11/2013	BC C 2
	SUPERCEDES POLICY DATED: 4/15/2009	
CONTAMINATED LAND POLICY	PREPARED BY: George Phifer, Executive Secretary	

LANGUAGE UPDATED

PREAMBLE

The Authority, in furtherance of its mission to provide parks and opportunities for the public to engage in a wide-range of educational and recreational activities in natural surroundings, has and will continue to have significant land holdings. The Authority expects to acquire and dispose of land holdings from time to time in furtherance of its mission.

Owning real property brings with it risks and responsibilities, which can be heightened when property is contaminated. Those risks and responsibilities often involve substantial costs that could endanger the Authority's operations and other assets, or even members of the public who visit the property.

The Authority must be careful to eliminate risk when possible and to accept only those responsibilities it can carry out when acquiring an interest in property. To do that, the Authority must evaluate and understand the full extent of the risks and responsibilities before agreeing to acquire an interest in property.

Accordingly, the Authority adopts this Contaminated Land Policy to clarify the circumstances in which it will consider acquiring an interest in property. This policy may be revisited and updated from time to time to reflect developments in the law as well as environmental science.

DEFINITIONS

“Authority” means the Huron-Clinton Metropolitan Authority.

“Contaminated property” means property where contamination exists in the soil, water, or air in excess of any applicable limits or criteria (numeric, narrative, or otherwise) under any federal, state, or local law including statutes, rules, regulations, ordinances, judgments, settlements, agreements and/or common law in effect at the time the acquisition of an interest in property is being considered by the Authority. ***“Contaminated property”*** also means a place where substances, compounds, or elements constituting contamination have been generated, used, stored, treated, discharged, emitted, or disposed, even if done lawfully.

“Contamination” means any substance, compound or element which contains, or is identified as a toxic, pollutant, contaminant, chemical, hazardous substance, hazardous material, hazardous waste, special waste, solid waste or is otherwise regulated under any federal, state, or local law including statutes, rules, regulations, ordinances, judgments, settlements, agreements and/or common law in effect at the time the acquisition of an interest in property is being considered by the Authority.

“Due diligence” means activities required to determine the nature and extent of the risks and responsibilities that arise from acquiring an interest in property, including but not limited to the nature and extent of any contamination on, in, or under the property. The extent of ***“Due diligence”*** will vary depending upon the facts and circumstances of a proposed acquisition of an interest in property. ***“Due diligence”*** is a minimum standard of inquiry and investigation and does not limit the activities that may be appropriate. ***“Due diligence”*** activities must include those activities required by federal, state, or local law to qualify for a limitation on or protection from liability for owning or operating contaminated property.

An “**interest in property**” is any legal interest that grants indicia of ownership, possession, or control over property, whether by gift, purchase, exchange, or other method. An “**interest in property**” includes but is not limited to title, easement, license, or lease.

“**Property**” means real property and all structures and appurtenances on, under, and over it.

“**Transferor**” means the individual or entity from which the Authority is obtaining an interest in property.

POLICY

This Policy is to be applied prospectively and will not affect the acquisition of an interest in property already presented to the Board of Commissioners at or prior to the time the Policy is adopted.

This Policy is not intended to require the Authority to pursue or acquire an interest in property at any time.

The Authority shall only acquire an interest in property if acquiring the interest in property furthers the Authority’s own goals and plans.

Unless compelled by law or a court of competent jurisdiction, the Authority shall not acquire an interest in property, whether or not the property is contaminated, if the purpose of the acquisition is primarily to facilitate the use of the property by or on behalf of a third party, or if acquiring the interest in the property will not materially further the Authority’s own goals and plans as set forth in the then-applicable five-year Recreation Improvement Plan or Strategic Plan.

The Authority shall decline to pursue the acquisition of an interest in property if, in its discretion, it determines that the due diligence concerning the property would be too dangerous or costly.

The Authority shall engage in due diligence prior to the acquisition of an interest in property. The Authority may obtain the services of qualified consultants in conducting due diligence and may seek advice of counsel in defining and carrying out this due diligence.

The Authority shall require that the individual or entity offering the Authority the opportunity to acquire the interest in property pay for the costs of due diligence satisfactory to the Authority. This requirement may be waived by the Authority if, in the Authority Staff’s judgment, it would pose an undue hardship on the transferor or would frustrate the Authority’s purpose in acquiring the interest in property.

If the property being considered for acquisition is contaminated, the Authority shall seek the advice of counsel and consultants in determining the risks and responsibilities posed by acquiring an interest in the property. Those risks and responsibilities shall be summarized and presented to the Board of Commissioners in connection with any recommendation by Authority Staff to acquire an interest in the property.

~~The Board of Commissioners shall consider and weigh the following factors when determining whether to acquire an interest in property:~~

- ~~a) The reports and recommendations of Authority Staff, counsel, and consultants;~~
- ~~b) The extent to which acquiring an interest in the property will further the Authority’s goals, mission and plans;~~
- ~~c) The cost of acquiring an interest in the property;~~

- ~~d) Whether the property is contaminated or is likely to become contaminated in the future, and the nature and extent of any such contamination;~~
- ~~e) The nature and extent of the risks and responsibilities that will arise by acquiring an interest in the property, including the risks associated with contamination, and whether the risks will negatively affect the Authority's operations, financial stability, employees, members of the public, or the environment;~~
- ~~f) Whether the risks and responsibilities associated with the property may be mitigated by taking reasonable, prudent, feasible, and affordable steps; and~~
- ~~g) The extent to which the Authority will be able to carry out its responsibilities if it acquires an interest in the property;~~
- ~~h) Other factors relevant to the specific circumstances surrounding the property or the transaction.~~

~~The Authority may require that an interest in property be acquired solely under specified conditions.~~

~~The Authority shall take the steps allowed by law to protect itself from liability for owning or operating contaminated property. These steps may include, but are not limited to, one or more of the following:~~

- ~~a) Documenting all appropriate inquiry before the acquisition of the interest in property as required under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq.;~~
- ~~b) Filing a timely baseline environmental assessment with the Michigan Department of Environmental Quality in accordance with Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., and the Part 201 rules; and~~
- ~~c) Preparing and implementing a due care plan.~~

~~The Authority shall require that the transferor pay for the costs of the steps under Section 3.11. This requirement may be waived by the Authority if, in the Authority Staff's judgment, it would pose an undue hardship on the transferor or frustrate the Authority's purpose in acquiring an interest in the property.~~

Adopted by Board of Commissioners on: _____




REVISED HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	EFFECTIVE DATE: 7/11/2013	BC C 3
	SUPERCEDES POLICY DATED: 11/12/2009	
CAPITAL IMPROVEMENT PROJECT SAVINGS APPROPRIATIONS	PREPARED BY:	

LANGUAGE UPDATED AND POLICY NAME CHANGE

Capital Improvement project savings shall be returned to the **Unassigned Fund Balance** at (1) award of the Capital Improvement project and (2) Capital Improvement project completion for all projects.

Adopted by Board of Commissioners on: _____

	<div><div>CURRENT</div><div>HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY</div></div>	EFFECTIVE DATE: 7/11/2013	
		SUPERCEDES POLICY DATED: 2/7/2006 7/13/1967	
	General Policies, Statement of Master Plan	PREPARED BY:	

(RESCIND – OBSOLETE)

In order that the Huron-Clinton Metropolitan Authority may carry out the purposes of its Enabling Act, the following general policies are adopted:

I. PLANNING

1. The development and maintenance of a park and recreation Master Plan for the Authority along with the preparation of general and detail plans shall be undertaken by the Authority's Staff with the aid of such consulting services as may from time-to-time be deemed advisable. Counsel of officially qualified Federal, State, Regional, County and local agencies and institutions performing research and planning duties on physical, social and economic factors pertinent to recreational services should be sought. Appropriate efforts shall be made to assure that the Authority's Master Plan becomes a component part of the total Regional Recreation Lands Plan as well as the Comprehensive Master Plan for the region.
2. The Master Plan should include the best possible utilization of the natural valleys of the Huron and Clinton Rivers and their tributaries, the inland lakes of the area, and the waterfront on the Great Lakes system with a view to locating, acquiring and developing regional recreational areas of large capacity.
3. The recreational areas should be of a large size, 1,000 acres or more, except where sites are of scenic, historic or special-use value. They all should be capable of serving large numbers of people from the Huron-Clinton Metropolitan Authority district rather than being limited to the use of those residing in the immediate vicinity.
4. The development of small, scattered recreational areas should not be considered; as such developments are local and not regional in scope and tend toward uneconomical operation and maintenance.

II. RELATIONSHIP TO OTHER AGENCIES

1. In the development of the Master Plan and the preparation of general plans, the plans of other agencies should be taken into consideration. Federal, State, regional, County, and local planning, park and recreational agencies operating within the Authority's district should be consulted and agreement on plans and responsibilities should be reached whenever possible.
2. Transportation facilities, such as Federal, State, County and local limited access routes and connecting roads should be a part of the Master Plan. Cooperation with the various responsible agencies should be sought in order to provide ready and safe access by all possible means to the recreational areas from the thickly populated sections of the Authority's district.
3. Due to the limited funds available to this Authority, in comparison with the magnitude of the job assigned to it, close cooperation should be maintained with all public agencies concerned with parks and recreation and aid, financial and otherwise, should be sought in the acquisition and development of recreational lands and water suitable for the purpose of this Authority. Special facilities within the recreational areas for which charges are to be made should be planned on a self-supporting basis whenever possible.

4. In efforts to eliminate existing pollution of all waters within the district and to prevent any further pollution, this Authority should cooperate with the Michigan Water Resources Commission and all health authorities operating in the district.
5. This Authority should avoid building up a large organization of technical and working forces for the development and implementation of its plans by contracting for such services wherever possible.
6. This Authority should maintain close supervision over parts of the general plan which may be turned over to other agencies for development and implementation.
7. Every effort should be made to obtain proper zoning of lands and waters adjacent to property owned by this Authority or in any area where future acquisition has been planned. Proper landscaping of private properties adjacent to the Authority ownership should be encouraged.

Note: The above is policy, was revised to eliminate Section III – Land Acquisition and Section IV Public Relations which are now governed by separate policy. The remaining sections I Planning and II Relationship to Other Agencies are from resolution dated 07/13/1967.

Above is true statement of approved Board of Commissioners Policy

Board Secretary: Gregory J. Almas

Signature: _____ Date: _____

Director: Gary C. Bartsch

Signature: _____ Date: _____



REVISED HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	EFFECTIVE DATE: 7/11/2013	BC L 1
	SUPERCEDES POLICY DATED: 10/6/2004, 7/13/67	
LAND ACQUISITION	PREPARED BY: George Phifer, Executive Secretary	

LANGUAGE UPDATED

This Authority should acquire land and water for future recreational development in accordance with a well planned and approved program and ~~such lands should~~ be held inviolate to the demands for other uses.

~~Often in the implementation of its land acquisition program the Authority, for its best interest, buys land in excess of its planned intent. Careful consideration should be given before disposing of such excess lands to assure the best interests of the Authority.~~

Offers of donation of land, of any size, should be very carefully considered before recommendations are made for acceptance or rejection. **Removal of highly developed and high value properties from the tax rolls should be given careful consideration.**

~~In planning of parks and recreational areas very careful consideration should be given before recommending removal of highly developed and high value" properties from the tax rolls.~~

As a matter of course, the Authority shall obtain appraisals prior to the purchase of real property. The Authority may forego appraisal, however, if business need so requires.

In matters of land, a team consisting of HCMA Executive Secretary; HCMA Chief Planner; HCMA Chief of Natural Resources; HCMA Director; HCMA Commissioner from the county where the parcel for consideration of purchase, acceptance is located shall meet and review facts and weigh advisability to proceed.

When considering land for purchase or acceptance, in the case of donations, the following criteria should be used for evaluation.

Natural Resource – Inventory existing natural resources of a property. Determine the value of the land or water resource(s) and its potential for:

- **Natural resource protection – Determine the value of a natural feature/resource.**
- **Open space, natural resource or cultural preservation - Identify high quality natural areas where the preservation of land, water resources, and cultural heritage will benefit the region.**
- **Wildlife corridors – Consider land for connectivity for people and corridors for wildlife.**
- **Scenic/aesthetic value – Quantify the scenic value of a parcel that may enhance recreation.**

Suitability for recreation activities – Determine if a property can provide space and resources for specific recreation opportunities; and if a purchase will meet present and future recreation needs.

Environmental improvement – Identify lands which if purchased and managed will improve the environmental health of the region.

Regional green infrastructure and open space plans – Identify large tracts of land which are contiguous to existing Metroparks or would contribute to the regions master green infrastructure plan.

Contiguous/Adjacent Properties – Evaluate potential properties which may enhance existing parks by improving entrances or function as additional buffer.

Conservation – Determine if the purchase of property will prevent potentially detrimental development and promote biodiversity.

Economic Impact – Evaluate potential positive and /or negative economic benefits of a potential land purchase.

Natural resource and mitigation ecosystem restoration – Identify properties which if purchased could become a restoration or mitigation site to improve the watershed, forested lands, grasslands and wetlands of a region.

Adopted by Board of Commissioners on: _____




REVISED	EFFECTIVE DATE: 7/11/2013	BC L 2
HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	SUPERCEDES POLICY DATED: 12/10/2009	
LAND ACQUISITION GRANT REIMBURSEMENT APPROPRIATIONS	PREPARED BY:	

LANGUAGE UPDATED

Funds anticipated to be reimbursed to the Authority as part of Land Acquisition Cost Share Grant Agreements shall be appropriated from the “Unassigned” Fund Balance to the committed “Land” Fund Balance.

Adopted by Board of Commissioners on: _____

	<div>REVISED</div> <div>HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSIONER POLICY</div>	EFFECTIVE DATE: 7/11/2013	BC P2
		SUPERCEDES 04/08/2010 POLICY DATED: 07/11/2002 Proceeds from Land Divestiture 07/18/2004 Property Divestiture Procedure	
	PROPERTY DIVESTITURE POLICY and PROCEDURE	PREPARED BY: George Phifer, Executive Secretary	

LANGUAGE UPDATED

1. PURPOSE

The Huron-Clinton Metropolitan Authority (Authority) is owner of substantial real property which is used for the development of public parks for recreation as well as the protection of valuable natural resources. As public service needs change, certain parcels may be deemed in excess of the Authority's current and future needs.

The purpose of this policy is to:

1. Provide direction for the divestiture of real estate including, requests for proposals (RFP), negotiated sale or exchange of property, and
2. Establish conditions under which the Authority owned real estate property may be leased.

2. POLICY

It is the Authority's policy to manage real estate assets so that park and recreational services are properly implemented and managed. It is not the Authority's intention to speculate in real estate.

Real property, which was purchased with HCMA General Fund monies, shall not be divested except in accordance with this policy

When evaluating properties for divestiture, the Authority shall review and take into consideration how properties were purchased and any restrictions on those properties. This includes but is not limited to property that was donated, willed or deeded to the Authority; property that was purchased with grants or loans with accompanying restrictions; and property that otherwise has conditions.

If a property is not needed for park and recreational use within the foreseeable future and is not environmentally or culturally significant it may be made available for sale or long-term lease.

If a property is not currently needed but will be needed for park and recreational use at a future time and is not environmentally or culturally significant it may be leased in the interim.

The Authority shall optimize the sale price of excess lands that have "development potential." However, additional consideration shall be given to those proposals conforming with or beneficial to the Authority's mission to provide for public recreation and natural resource protection. The Authority will cooperate with local municipalities and neighbors in determining acceptable land uses and maintaining influence over developments adjacent to Authority lands.

Discounts shall not be negotiated for parcels with "development potential" unless an extraordinary need is recognized by the HCMA Board of Commissioners.

Property sold or leased to governmental agencies for public services conforming with or beneficial to the Authority's mission to provide for public recreation and natural resource protection may be discounted up to 50 percent of appraised value. Sales shall include deed restrictions on use and reversion rights to repurchase the property.

The principal and interest received from the sale of land by HCMA shall be appropriated for the future land acquisition needs of the Authority.

3. PROCEDURE

When considering the sale of properties, the Authority shall contact the residing local unit of government to ascertain interest in purchasing the property, their concern regarding its sale and the potential zoning of the property.

Notice of properties proposed for sale by the Authority shall be provided to property owners within 500 feet of the property.

The Authority has the following divestiture options: requests for proposals, negotiated sale and leasing.

A. REQUEST FOR PROPOSALS

The Request for Proposals (RFP) procedure applies to divestiture of “high development potential” properties, with the following protocols:

1. The HCMA staff shall initiate identification of an “excess parcel(s)” for Board consideration.
2. An appraisal (MAI) shall be obtained considering the designated future land use as the criteria for valuation.
3. A team consisting of HCMA Executive Secretary; HCMA Chief Planner; HCMA Chief of Natural Resources; HCMA Director; HCMA Commissioner from the county where the “excess parcel(s)” is located, ~~and Qualified Real Estate Consultant (Licensed Real Estate Broker in the state of Michigan)~~, shall meet and review facts and weigh advisability to proceed. **The Team shall assign either a staff person or Qualified Real Estate Consultant (Licensed Real Estate Broker in the state of Michigan) to act as the Authority’s Representative in matters of land purchases or sales.**
4. Prepare a RFP for the sale of the property. The RFP will be posted in the classified section of the local newspaper and other appropriate publications. ~~The Real Estate Consultant~~ **The Authority’s representative** will forward the RFP to parties interested in purchasing the property.
5. ~~The Real Estate Consultant~~ **The Authority’s representative** will interview all interested buyers who have replied to the RFP and will identify and interview additional potential interested parties.
6. ~~The Real Estate Consultant~~ **The Authority’s representative** will produce preliminary presentation reports for review by the Team, including the qualifications, experience and examples of similar developments as well as the details of the proposals from the interested buyers.
7. ~~The Real Estate Consultant~~ **The Authority’s representative** shall schedule presentation meetings between the Team and the selected potential purchasers, and municipalities if necessary. The presentation should include a minimum of two or more buyers and uses for the Team to select from.
8. The team shall prepare a presentation to the HCMA Board of Commissioners and request their approval to proceed to develop a sales contract with the selected purchaser.
9. Following Board approval of the sales contract, the closing of the sale will be scheduled and the team shall participate, if necessary, to complete any issues that remain after the Board’s direction to sell.

GENERAL ISSUES

~~The Real Estate Consultant~~ **The Authority’s representative** shall be supervised by the HCMA Director and HCMA Executive Secretary, and shall be responsible for assembling reports, scheduling meetings and reporting progress in a timely manner.

~~The Real Estate Consultant~~ **The Authority's representative** shall act as the "Selling Real Estate Broker" of record when required.

~~The Real Estate Consultant~~ **The Authority's representative** shall be compensated as follows: 3 percent of the transaction value due and payable upon closing.

In the case that the Authority withdraws from a transaction, ~~the Real Estate Consultant~~ **The Authority's representative** shall be paid 0.2 percent (2 tenths of one percent) of the appraised value of the parcel. The minimum fee of ~~the Real Estate Consultant~~ **the Authority's representative** shall be \$5,000.

B. NEGOTIATED SALE

Negotiated transactions may be approved under the following conditions:

1. When a sale to a contiguous owner would correct a site deficiency.
2. When another governmental, public or quasi public agency submits an acquisition proposal which benefits the Authority or its patrons. Such agencies shall include, but not limited to, federal, state, county, local agencies, school districts, special districts and regulated utility companies.
3. When qualified non-profit institutional organizations offer to purchase Authority owned land at fair-market value and the proposed development would conform with or be beneficial to the Authority mission. Such agencies shall include, but not limited to, community service organizations. Such sales shall include deed restrictions on use and reversion rights to repurchase the property.
4. When a property has been offered by RFP and no acceptable offer was received.
5. Real property exchange may be negotiated when such exchange is to the benefit of the Authority.

C. LEASING

1. Short-term leases may be negotiated for properties not currently needed but will or may be needed in the future. Short-term leases include, but are not limited to, farm leases or lease back arrangements with sellers of real property to the Authority. In such cases, rent shall cover, at a minimum, all taxes, fees and administrative costs.
2. Long-term leases may be negotiated for properties in areas of uncertain future development or for properties, where the Authority desires to retain control over development and use of the property.
3. Long-term leases may be also negotiated for utilities beneficial to park users or the community. These may include, but are not limited to, cell tower, gas and oil companies. In such cases, rent shall be based on a fair rate of return commensurate with the designated parcel use.

Adopted by Board of Commissioners on: _____



REVISED HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	EFFECTIVE DATE: 7/11/2013	BC P 3
	SUPERCEDES POLICY DATED: 7/11/2002	
PROCEEDS FROM LAND DIVESTITURE	PREPARED BY:	

LANGUAGE UPDATED

The principal and interest received from the sale of land by the Huron-Clinton Metropolitan Authority shall be **committed** for the future land acquisition needs of the Authority.

Adopted by Board of Commissioners on: _____



HURON-CLINTON METROPOLITAN AUTHORITY

8 - D - 2
Meeting of July 11, 2013

To: Board of Commissioners
From: George Phifer, Executive Secretary
Subject: Downriver Community Conference Collateral Access Agreement
Date: July 1, 2013

The Downriver Community Conference (DCC) Public Safety Radio and 911 Network is seeking to implement a Collateral Access Agreement (CAA) with the Huron-Clinton Metropolitan Authority (HCMA). The DCC Public Safety Radio and 911 Network is a 16-community public safety consortium. The DCC is in the process of upgrading its public Radio system. The DCC has an antenna tower located just off Will Carlton Road near Telegraph Road in Flat Rock, and has been located there for approximately the last 13 years.

HCMA and the DCC currently have a ground lease for the above listed area that was signed on July 21, 2000. The ground lease current terms are from July 15, 2000 until July 15, 2030. HCMA oversees the land the DCC Public Safety Radio and 911 Network tower is located on.

The DCC is seeking financial assistance from Flagstar Bank, to upgrade the equipment located on that site. Flagstar Bank is requiring that the DCC obtain a signature from HCMA acknowledging that the DCC is on the land and that the lender can access the land, if so desired. The purpose of accessing the land would be to verify that the equipment being purchased through the lender is onsite. The inspection would be coordinated through the DCC, if the lender sought to conduct a site inspection of the public safety radio equipment.

HCMA legal counsel has reviewed the agreement.

Attachment: Downriver Community Conference Access Collateral Access Agreement

Recommendation: That the Board of Commissioner approve the Collateral Access Agreement as requested by Executive Secretary Phifer and staff.

COLLATERAL ACCESS AGREEMENT (Flat Rock Tower Site)

This Collateral Access Agreement (the “*Agreement*”) is given as of this June __, 2013, by **HURON-CLINTON METROPOLITAN AUTHORITY** (“*Owner*”) and **CITY OF FLATROCK** (“*Flat Rock*”) to **FLAGSTAR BANK, FSB**, a federally chartered savings bank (“*Lender*”).

RECITALS

WHEREAS, **DOWNRIVER COMMUNITY CONFERENCE**, a public body, corporate or politic created under the Urban Cooperation Act, P.A. 7 of 1967 (Ex. Sess.) and/or **DOWNRIVER MUTUAL AID**, a public body, corporate or politic created under the Urban Cooperation Act, P.A. 7 of 1967 (Ex. Sess.) (individually and collectively, “*Borrower*”) has, or may in the future have, certain equipment and machinery located at the premises described on Schedule A attached hereto in which Owner and/or Flat Rock have an interest (the “*Premises*”);

WHEREAS, Lender may from time to time make available to Borrower certain loans and other financial accommodations;

WHEREAS, as a condition to the loans and other financial accommodations to Borrower, Lender requires, among other things, that Borrower grant to Lender a security interest in any and all assets of Borrower, whether now owned or hereafter acquired, including, without limitation, the assets of Borrower now or hereafter located at the Premises and identified on Schedule B attached hereto (collectively, the “*Borrower’s Property*”); and

NOW, THEREFORE, to induce Lender to extend financial accommodations to Borrower, each of Owner and Flat Rock agree as follows:

1. Borrower’s Property shall be deemed to be Borrower’s Property and shall not be considered a part of the Premises, regardless of whether or by what means it is or may become attached or affixed to the Premises.

2. To the extent it has any interest in or lien on Borrower’s Property, each of Owner and Flat Rock hereby subordinate such interest or lien to the security interest which Lender now has or may hereafter acquire in Borrower’s Property.

3. Each of Owner and Flat Rock consent to Lender, its agents, employees and invitees entering upon the Premises, upon seven (7) days advance written notice to Owner, for the purpose of exercising any right Lender may have under the terms of any security agreement with Borrower or otherwise, and to do any or all of the following with respect to Borrower’s Property: assemble, have appraised, display, operate, maintain, remove, repair, prepare for public or private sale, exhibit, and sell; provided that Lender reimburses Owner and/or Flat Rock, as applicable, and without duplication, for the reasonable cost to repair any damage to the Premises caused by the assembly, operation, maintenance, repair or removal of Borrower’s Property, taking into account the prior state of the Premises and normal wear and tear.

4. Should Owner or Flat Rock for any reason terminate or refuse the right of Borrower to locate Borrower's Property on the Premises, it shall give to Lender not less than sixty (60) days advance written notice of the termination or refusal.

5. This Agreement is governed by and shall be interpreted according to federal law and the laws of Michigan. If state or local law and federal law are inconsistent, or if state or local law is preempted by federal law, federal law governs. If Lender has greater rights or remedies under federal law, whether as a federally chartered savings bank or otherwise, this paragraph shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law. This Agreement shall inure to the benefit of and be binding upon the successors, heirs and assigns of Owner, Flat Rock and Lender.

6. This Agreement shall continue in full force and effect until the date upon which Lender has confirmed in writing to Owner and Flat Rock at the addresses below that all of Borrower's obligations and liabilities to Lender are paid and satisfied in full and all financing arrangements among Lender and Borrower have been terminated.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Owner and Flat Rock executed this Agreement as of the date first set forth above.

OWNER:

**HURON-CLINTON METROPOLITAN
AUTHORITY**

By: _____

Name: _____

Title: _____

Address:

FLAT ROCK:

CITY OF FLATROCK

By: _____

Name: _____

Title: _____

Address:

[Signature Page to Collateral Access Agreement – Flat Rock Tower Site]

Schedule A

Premises

[Borrower/Owner/Flat Rock to provide address/legal description]

Schedule B

FLAT ROCK

FLAT ROCK						
Part Number	Description	Qty	Cassidian List Price	Cassidian Discount	Cassidian Discounted Unit Cost	Cassidian Discounted Extended Cost
COR P25 Equipments						
TB55-D1-K4-1D	TB5500i UHF 700/800M 100W AC/DC Advanced Simulcast	16	\$26,983	20%	\$21,586	\$345,381
Network Timing Equipment						
T801-41-8100	Single module frequency reference 4 ports - 1 PPS output w/ GPS	1	\$5,813	0%	\$5,813	\$5,813
Network Management System						
Routers and Switches						
CISCO2911/K9	Router 2911-AC	1	\$3,125	0%	\$3,125	\$3,125
WS-C3560-24TS-S	Switch (24 ports) AC	1	\$506	0%	\$506	\$506
Antenna System						
BMR8-B-B1	Penetrator™ Antenna, 806-869, 14.1dBi, 140deg for RX part	4	\$1,738	0%	\$1,738	\$6,951
DBCNRX-24AC	Receiver Multicoupler, 24 Channels	1	\$0	0%	\$0	\$0
DBCINJKT	Test Port Injection Kit	1	\$471	0%	\$471	\$471
ATS8TMA3	Tower Top Amplifier	1	\$3,425	0%	\$3,425	\$3,425
AVA5-50	Feeder 7/8 for the RXpart	105	\$2	0%	\$2	\$162
FSJ4-50B	Superflex 1/2' for RXpart (3 m jumper for both antenna and Base station sides)	6	\$1	0%	\$1	\$5
CGXJ+36DFDF-A	Lightning protection (1 by TX line)	3	\$156	0%	\$156	\$469
Total Equipment and Software						\$366,308
Professional Services						
System Design						\$97,042
P25 Equipment Installation Services						\$28,774
Staging						\$35,929
Acceptance Testing						\$25,191
Total Professional Services						\$224,723
TOTAL FLAT ROCK Equipment and Services						\$591,031



HURON-CLINTON METROPOLITAN AUTHORITY

8 - D - 3

Meeting of July 11, 2013

To: Board of Commissioners
From: George Phifer
Subject: Intergovernmental Lockup Services Agreement
Date: July 1, 2013

The Metroparks Police Department and the Milford Police Department, is seeking to enter into an Intergovernmental Lockup Services Agreement. In previous years, the Milford Police Department provided lockup services for the Metroparks Police Department. These services provided by Milford P.D., facilitated and enhanced Metroparks Police Officer's ability to arrest, transport, process, and lodge individuals that were taken into custody.

The agreement memorializes the collaborative and cooperative relationship that exists between the two law enforcement agencies. In consideration for the lodging services being provided by the Milford P.D., Metroparks P.D. will offer and extend training opportunities and other law enforcement resources to Milford P.D.

Law enforcement agencies across the country are operating with reduced resources and funding. This agreement will provide opportunities for both agencies, to maximize available resources, while enhancing the quality of life for the citizens we serve.

Upon approval of both village of Milford Council, and the Huron–Clinton Metropolitan Authority Board of Commissioners, this agreement would take effect in July 2013, and remain active until December 30, 2017.

HCMA legal counsel has reviewed the attached agreement.

Attachment: Intergovernmental Lockup Services Agreement

Recommendation: That the Board of Commissioner approve the Intergovernmental Lockup Services Agreement as requested by Executive Secretary Phifer and staff.

HURON-CLINTON METROPOLITAN AUTHORITY

INTERGOVERNMENTAL LOCKUP SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2013 by and between: the Village of Milford ("Milford"), a Michigan municipal corporation whose address is 1100 Atlantic, Milford, Michigan 48381, and the Huron-Clinton Metropolitan Authority ("HCMA"), whose address is 13000 High Ridge Drive, Brighton, Michigan 48114.

WHEREAS, the Village of Milford ("Milford") and the Huron-Clinton Metropolitan Authority (the "HCMA") have each separately provided lockup services for the detainees of each public safety/police department; and

WHEREAS, Milford and HCMA have determined that each governmental unit would realize certain benefits upon the transfer of lockup services to Milford; and

WHEREAS, Public Act 8 of the Public Acts of 1967, extra session, as amended, being MCL 124.531 et seq. authorizes the transfer of certain functions and responsibilities among and between municipal corporations.

NOW THEREFORE, Milford and HCMA hereby agree as follows:

1. **General Agreement.** Milford agrees to provide lockup services in accordance with the terms and conditions of this agreement and with applicable state and federal law.

2. **Definitions.** For the purposes of this agreement, the hereinafter listed terms shall have the corresponding definitions:

"*Governmental unit*" shall mean either of the Village of Milford or the Huron-Clinton Metropolitan Authority, and when plural, shall mean both the Village of Milford and the Huron-Clinton Metropolitan Authority.

"*Lockup Services*" shall mean the detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours in accordance with MCL 791.262(1)(e).

3. **Transfer of Services.** HCMA hereby agrees to transfer to Milford the function and responsibility of providing lockup services in conjunction with public safety. Milford hereby agrees to accept such transfer and to provide lockup services in conjunction with public safety as hereinafter set forth in this agreement.

4. Level of Services. By accepting the transfer of lockup services in conjunction with public safety, the governmental units agree that the following lockup services shall be provided to HCMA:

A. Lockup Services. Lockup services shall include, but not be limited to:

- i. Detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours;
- ii. Providing conditions of detention in accordance with Milford Police Department ("MPD") written in-custody policies;
- iii. Testifying in court, at depositions, or any required administrative hearing; and
- iv. Providing other lockup services as agreed to by the parties.

B. Acceptance and Searches of Detainees. In order for a subject arrested by HCMA to be admitted to the MPD lockup, he or she first must be accepted by Chief of Police for the MPD (the "Milford Chief"), or his/her designee. When HCMA desires to have a subject detained at the MPD lockup, the HCMA officer shall turn over to the Milford officer-in-charge (or her/his designee) all booking intake forms and other information as requested by the Milford officer-in-charge. The HCMA officer transporting the subject shall conduct a thorough search of the subject in accordance with MPD policies and procedures prior to turning the subject over to MPD. No personal property of HCMA prisoners, except clothing that they are wearing, shall be left in the custody of MPD for any reason. MPD may conduct its own search of the subject prior to accepting the subject for lockup. If not refused, the subject is accepted.

C. Refusal of Subjects. In his/her sole discretion, Milford Chief, or his/her designee, reserves the right to refuse admittance to MPD lockup of any HCMA prisoner who is deemed unacceptable for lodging at MPD for any reason in the opinion of the Milford officer-in-charge or her/his designee. Milford Chief, or his/her designee, also reserves the right to refuse admittance in case of maximum capacity.

D. Medical Services. MPD will not accept prisoners who are significantly injured or sick. If a prisoner claims to be sick or injured, MPD will summon emergency medical service as appropriate, but MPD will not accept such prisoner. If, after acceptance of a subject for lockup in MPD, the detainee requires medical care and/or treatment, HCMA shall provide officers to guard the prisoner during the course of the detainee's medical care. MPD personnel shall not be responsible for the administration of any medication, prescribed or otherwise to HCMA prisoners for any reason. To the extent of the cost of medical care provided to a detainee, HCMA hereby agrees to indemnify and hold harmless MPD and Milford for any and all claims, demands, lawsuits, or causes of action brought by any person, corporation or governmental unit

against MPD or Milford, its agents, elected officials and employees arising from or in any way connected with the medical care and treatment of detainees housed in the MPD lockup pursuant to this Agreement.

E. Transportation. HCMA shall be responsible for transportation of their respective detainees in lockup pursuant to this agreement from the MPD lockup to court, county jail, or other facility as required.

F. Detainee Processing. HCMA shall be responsible for the processing (e.g. booking, fingerprinting, imaging, bonding and releasing) of any HCMA detainees utilizing the MPD lockup facility pursuant to this Agreement.

5. Administrative and Financial Responsibility.

A. Exclusive Control by the Village of Milford Chief of Police. The lockup services transferred to MPD shall be under the exclusive jurisdiction and control of the Milford Chief. All HCMA personnel transporting subjects for lockup in the MPD facility shall adhere to MPD policies and procedures concerning lockup.

B. HCMA Input. While the lockup services transferred to Milford shall be under the exclusive control and jurisdiction of the Milford Chief, the Chief shall receive advice for the services called for herein by the HCMA Chief of Police. If the HCMA Police Chief shall object to a policy or procedure utilized in the provision of lockup services, he or she, or his or his designee, shall submit in writing the objection to the Milford Chief. The Milford Chief, or his/her designee, shall respond to same in writing within 72 hours, providing such facts and opinions which support his/her determination of the issue. In the event that the matter is not resolved, the HCMA Police Chief, or his/her designee, may request that the issue be reviewed by the Village Manager for the Village of Milford.

C. Costs/Consideration. In consideration of the long existing cooperative relationship between Milford and HCMA, and in further consideration of a mutually beneficial, continuing cooperative relationship, including HCMA's occasional provision of law enforcement training to MPD, Milford hereby accepts HCMA's transfer of lockup services as set forth in this Agreement.

D. Personnel. The parties agree that no personnel are required to be transferred from HCMA to MPD or Milford to provide for lockup services called for in this agreement. HCMA is not responsible for the hiring, supervision, or training of lockup personnel. HCMA is not responsible for the lockup building, its operation, or its design.

E. Lockup Documents. The governmental units shall exchange copies of all reports, correspondence, and other documents which each governmental unit produces regarding the lockup facility as requested. The recipient of these documents shall treat them in the same manner the provider treats them. Documents which are confidential shall be marked as such and shall be treated in accordance with the

provider's instructions. All FOIA requests shall be directed to the FOIA coordinator of the governmental unit that has produced the document(s). Unless required by FOIA or other applicable State law or court rule, the governmental units mutually agree not to release any documents in their possession and in connection with HCMA lodging of prisoners at MPD unless they have produced that/those document(s).

6. Equity and Assets. All equity in assets of the MPD lockup facility shall remain the property of Milford. Consideration for services provided pursuant to this agreement shall not grant HCMA any interest in Milford's equipment, assets or property.

7. Officer Availability. HCMA acknowledges that there may be circumstances when, despite all reasonable efforts, an MPD representative may not be immediately available to accept HCMA prisoner(s). Under these circumstances, an HCMA representative will maintain control and possession of the prisoner until such time as a MPD representative becomes available to accept the HCMA prisoner(s). It is acknowledged that HCMA reserves the right to lodge prisoners at lockup facilities other than MPD facilities during the term of this agreement at their sole discretion

8. Term of Agreement. This agreement shall be effective beginning on the ____ day of _____, 2013 and ending on the 30th day of December, 2017. Either party may terminate this agreement for any reason and at any time upon sixty (60) days prior written notice to the other party. In the event that this Agreement expires and a written extension to this agreement is not otherwise executed, the provisions of this Agreement may be extended on a month-to-month basis upon approval of the parties.

9. Liability. HCMA shall maintain liability insurance covering its police department personnel for the arrests, transportation, and detention of its arrestees. HCMA shall add MPD and Milford as an additional insured for these liabilities. Milford shall add HCMA as additional insured under its policy for the services provided herein. The governmental units will each be responsible for any required deductible amounts applicable to their own insurance coverage.

10. Hold Harmless. To the fullest extent permitted by law, HCMA agrees to hold MPD and Milford harmless from any and all claims, suits, demands, judgments, or causes of action made against MPD or Milford, their elected or appointed officials, employees, agents, or volunteers for the actions of the HCMA's elected or appointed officials, employee, agents or volunteers arising from or in connection with the performance of this Agreement.

To the fullest extent permitted by law, Milford agrees to hold HCMA harmless from any and all claims, suits, demands, judgments, or causes of action made against HCMA, their elected or appointed officials, employees, agents, or volunteers for the actions of MPD and Milford's elected or appointed officials, employee, agents or volunteers arising from or in connection with the performance of this Agreement.

The obligation of the parties pursuant to this indemnification paragraph shall continue following termination of this Agreement and for all times during which lawful claims may be made in relation to any acts arising out of this Agreement. Under the provisions of this Paragraph, the indemnitor, whether Milford or HCMA, shall provide reasonable and adequate legal representation on behalf of the indemnitee, and shall pay all claims, judgments and/or liabilities which become due.

11. Severability. Should any provision, paragraph, section or part of this agreement be found void or unenforceable by a court or competent jurisdiction, the remainder shall continue in full force and effect.

12. Merger or integration. This agreement constitutes the entire agreement between Milford and HCMA with respect to the subject matter herein; there are no other further written or oral understandings or agreements with respect to hereto.

13. Modification, Assignment or Subcontracting. No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officers of Milford and HCMA. Any alterations, additions, or deletions to the terms of this agreement which are required by the enactment of legislation, regulations, and directives are automatically incorporated into this agreement on the date designated by law, regulation, or directive.

14. Disputes. Milford and HCMA shall notify each other in writing of intent to pursue a claim against the other party for breach of any terms of this agreement. No suit may be commenced by a party for breach of the agreement prior to the expiration of thirty (30) days from the date of such notification. Within this thirty (30) day period, a party serving notice of a claim at the request of the other party must meet with an appointed representative of the other party for the purpose of attempting to resolve the dispute. The other party shall be given the opportunity to cure or remedy any breach within such thirty (30) day period.

15. Notices. Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by mail to the designated representatives below and at the addresses listed below.

For Milford:

Chief of Police

1100 Atlantic Street

Milford, Michigan 48381

For HCMA:

Chief of Police

13000 High Ridge Drive

Brighton, Michigan 48381

THIS AGREEMENT was executed by the respective parties on the date specified above and shall take effect upon execution.

WITNESSES: **THE VILLAGE OF MILFORD,
a Michigan municipal corporation**

By: _____
Teri Rusas-George
Its: Village Council President

By: _____
Deborah Frazer
Its: Village Clerk

WITNESSES: **THE HURON-CLINTON METROPOLITAN AUTHORITY,
a Michigan municipal corporation**

By: _____

Its:

By: _____

Its:



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John C. McCulloch, Director
Subject: Appointment – Pension Committee and Retiree Health Care Board
Date: July 1, 2013

There are six (6) members required on the Pension Committee and the Retiree Health Care Board. These members are listed in the plan document as the following:

- Chairman of the Board of Commissioners
- Two (2) “at large” Board of Commissioners
- HCMA Director
- POAM representative
- Employee Association representative

With the changes in Board officers that occurred at the June 6 meeting, an “at large” Board of Commissioner position is now vacant on these two Boards. The required term of service, once appointed, coincides with the service on the Board of Commissioners, up to a six-year term.

The next scheduled Pension Committee meeting and Retiree Health Care Trust Board of Trustees meeting will be held Sept. 12, 2013 at 9:00 a.m. at Stony Creek Metropark.

Recommendation: That the Board of Commissioners appoint a new “at large” Board member to the Authority’s Pension Committee and Health Care Trust Board of Trustees as recommended by Director McCulloch and staff.



8 - D - 5
Meeting of July 11, 2013

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Interim Pension Trustee and Retiree Health Care Trust Plan Administrator
Date: July 1, 2013

Due to the resignation of Lisa Dolan as Controller, it is necessary to appoint an interim Pension Plan Trustee and Retiree Health Care Trust Plan Administrator as an authorized administrator for the deferred compensation programs and investment accounts.

Recommendation: That the Board of Commissioners appoint a staff officer as interim Pension Trustee, Retiree Health Care Trust Plan Administrator, authorized administrator for the deferred compensation programs, and investment accounts as recommended by Director McCulloch and staff.

HURON-CLINTON METROPARKS MONTHLY STATISTICS**June, 2013**

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St Clair	57,792	70,102	-17.6%
Wolcott Mill	5,732	4,162	37.7%
Stony Creek	92,396	81,418	13.5%
Indian Springs	12,582	13,599	-7.5%
Kensington	97,870	107,076	-8.6%
Huron Meadows	10,453	11,553	-9.5%
Hudson Mills	29,308	29,351	-0.1%
Lower Huron	35,488	38,615	-8.1%
Willow	21,626	18,994	13.9%
Oakwoods	3,208	2,953	8.6%
Lake Erie	25,501	32,664	-21.9%
Monthly TOTALS	391,956	410,487	-4.5%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 187,845	\$ 226,112	-16.9%
\$ -	\$ -	0.0%
\$ 294,417	\$ 267,078	10.2%
\$ 36,076	\$ 34,885	3.4%
\$ 252,092	\$ 252,517	-0.2%
\$ 3,888	\$ 4,288	-9.3%
\$ 51,476	\$ 51,153	0.6%
\$ 76,787	\$ 96,556	-20.5%
\$ 31,849	\$ 32,591	-2.3%
\$ 4,440	\$ 4,200	5.7%
\$ 54,237	\$ 85,603	-36.6%
\$ 993,107	\$ 1,054,983	-5.9%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 287,496	\$ 347,640	-17.3%
\$ 78,854	\$ 79,775	-1.2%
\$ 553,180	\$ 478,135	15.7%
\$ 160,982	\$ 147,126	9.4%
\$ 532,327	\$ 530,172	0.4%
\$ 115,353	\$ 112,975	2.1%
\$ 133,175	\$ 132,773	0.3%
\$ 256,803	\$ 393,236	-34.7%
\$ 152,693	\$ 182,218	-16.2%
\$ 6,072	\$ 5,476	10.9%
\$ 245,126	\$ 361,721	-32.2%
\$ 2,522,061	\$ 2,771,247	-9.0%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St Clair	175,841	199,273	-11.8%
Wolcott Mill	20,281	15,949	27.2%
Stony Creek	245,433	250,054	-1.8%
Indian Springs	39,593	45,710	-13.4%
Kensington	335,492	398,203	-15.7%
Huron Meadows	35,304	39,156	-9.8%
Hudson Mills	102,925	115,504	-10.9%
Lower Huron	121,267	138,603	-12.5%
Willow	87,348	88,460	-1.3%
Oakwoods	16,924	17,646	-4.1%
Lake Erie	79,311	95,029	-16.5%
Y-T-D TOTALS	1,259,719	1,403,587	-10.3%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 510,466	\$ 620,561	-17.7%
\$ -	\$ -	0.0%
\$ 870,977	\$ 896,675	-2.9%
\$ 128,496	\$ 130,083	-1.2%
\$ 828,635	\$ 888,335	-6.7%
\$ 24,155	\$ 20,011	20.7%
\$ 210,126	\$ 235,669	-10.8%
\$ 177,152	\$ 245,270	-27.8%
\$ 101,394	\$ 115,387	-12.1%
\$ 23,350	\$ 24,306	-3.9%
\$ 214,460	\$ 279,108	-23.2%
\$ 3,089,210	\$ 3,455,406	-10.6%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 700,529	\$ 854,269	-18.0%
\$ 201,775	\$ 259,258	-22.2%
\$ 1,544,382	\$ 1,561,492	-1.1%
\$ 437,512	\$ 478,372	-8.5%
\$ 1,475,966	\$ 1,584,799	-6.9%
\$ 292,157	\$ 342,135	-14.6%
\$ 452,708	\$ 437,020	3.6%
\$ 398,463	\$ 634,344	-37.2%
\$ 375,129	\$ 469,431	-20.1%
\$ 32,080	\$ 33,875	-5.3%
\$ 652,601	\$ 874,734	-25.4%
\$ 6,563,303	\$ 7,529,729	-12.8%

District	Y-T-D Vehicle Entries by Management Unit		
Eastern	441,555	465,276	-5.1%
Western	513,314	598,573	-14.2%
Southern	304,850	339,738	-10.3%

Y-T-D Toll Revenue by Management Unit		
\$ 1,381,443	\$ 1,517,236	-9.0%
\$ 1,191,412	\$ 1,274,098	-6.5%
\$ 516,356	\$ 664,071	-22.2%

Y-T-D Total Revenue by Management Unit		
\$ 2,446,686	\$ 2,675,019	-8.5%
\$ 2,658,343	\$ 2,842,326	-6.5%
\$ 1,458,273	\$ 2,012,384	-27.5%

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous Year	Change
Wolcott Mill	2,966	3,466	-14.4%
Stony Creek	6,105	6,248	-2.3%
Indian Springs	4,417	4,012	10.1%
Kensington	5,591	5,811	-3.8%
Huron Meadows	4,219	4,316	-2.2%
Hudson Mills	2,934	2,570	14.2%
Willow	3,435	3,720	-7.7%
Lake Erie	3,653	4,329	-15.6%
Total Regulation	33,320	34,472	-3.3%
LSC Par 3	2,437	2,776	-
L. Huron Par 3	1,252	1,460	-14.2%
Total Golf	37,009	38,708	-4.4%

ROUNDS Y-T-D		
Current Year	Previous Year	Change
5,605	7,846	-28.6%
13,445	15,769	-14.7%
9,191	11,403	-19.4%
12,053	15,868	-24.0%
9,265	11,783	-21.4%
6,555	4,808	36.3%
7,081	9,401	-24.7%
8,079	10,825	-25.4%
71,274	87,703	-18.7%
4,634	5,997	-
2,324	2,923	-20.5%
78,232	96,623	-19.0%

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 104,651	\$ 161,382	-35.2%
\$ 398,531	\$ 436,051	-8.6%
\$ 236,925	\$ 280,457	-15.5%
\$ 305,123	\$ 373,964	-18.4%
\$ 245,471	\$ 299,317	-18.0%
\$ 144,925	\$ 109,239	32.7%
\$ 192,088	\$ 239,848	-19.9%
\$ 226,305	\$ 273,405	-17.2%
\$ 1,854,019	\$ 2,173,663	-14.7%
\$ 27,240	\$ 30,643	-
\$ 14,507	\$ 15,294	-5.1%
\$ 1,895,766	\$ 2,219,600	-14.6%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

June, 2013

ACTIVITY REPORT - SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Previous Year	Change
Lake St. Clair	9,523	18,227	-47.8%
KMP Splash	9,978	15,975	-37.5%
Lower Huron	20,977	34,823	-39.8%
Willow	4,427	6,703	-34.0%
Lake Erie	8,184	15,305	-46.5%
TOTALS	53,089	91,033	-41.7%

PATRONS Y-T-D		
Current Year	Previous Year	Change
10,226	22,051	-53.6%
10,752	20,301	-47.0%
21,752	41,670	-47.8%
4,498	8,617	-47.8%
8,486	19,336	-56.1%
55,714	111,975	-50.2%

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 40,324	\$ 65,283	-38.2%
\$ 46,762	\$ 68,001	-31.2%
\$ 139,109	\$ 276,562	-49.7%
\$ 14,104	\$ 28,607	-50.7%
\$ 36,881	\$ 107,391	-65.7%
\$ 277,180	\$ 545,844	-49.2%

PARK	Seasonal Activities this Month		
	Current Year	Previous Year	Change
Lake St. Clair			
Welsh Center	10	12	-16.7%
Shelters	107	112	-4.5%
Boat Launches	1,519	1,656	-8.3%
Marina	545	694	-21.5%
Mini-Golf	2,687	3,382	-20.5%
Stony Creek			
Disc Golf Daily	6,288	4,464	40.9%
Disc Golf Annual	3	1	200.0%
Total Disc Golf	6,291	4,465	40.9%
Shelters	35	62	-43.5%
Boat Rental	3,970	4,538	-12.5%
Boat Launches	484	448	8.0%
Indian Springs			
Shelters	11	4	175.0%
Event Room	3	11	-72.7%
Kensington			
Disc Golf Daily	6,682	5,601	19.3%
Disc Golf Annual	13	7	85.7%
Total Disc Golf	6,695	5,608	0
Shelters	68	80	-15.0%
Boat Rental	3,398	3,213	5.8%
Huron Meadows			
Shelters	3	5	-40.0%
Boat Rental	74	115	-35.7%
Hudson Mills			
Disc Golf Daily	2,155	2,449	-12.0%
Disc Golf Annual	4	8	-50.0%
Total Disc Golf	2,159	2,457	-12.1%
Shelters	24	27	-11.1%
Canoe Rental	850	1,372	-38.0%
Lower Huron / Willow / Oakwoods			
LH Shelters	23	30	-23.3%
Willow Shelters	24	35	-31.4%
Lake Erie			
Shelters	15	19	-21.1%
Boat Launches	2,637	2,677	-1.5%
Marina	N/A	N/A	N/A

Seasonal Activities Y-T-D		
Current Year	Previous Year	Change
32	36	-11.1%
126	145	-13.1%
2,264	3,220	-29.7%
814	1,115	-27.0%
3,237	4,059	-20.3%
13,708	14,839	-7.6%
84	66	27.3%
13,792	14,905	-7.5%
292	326	-10.4%
5,113	6,553	-22.0%
835	993	-15.9%
38	35	8.6%
30	30	0.0%
16,740	15,853	5.6%
117	102	14.7%
16,857	15,955	5.7%
345	348	-0.9%
4,726	4,875	-3.1%
20	29	-31.0%
131	216	-39.4%
7,206	9,975	-27.8%
119	123	-3.3%
7,325	10,098	-27.5%
104	112	-7.1%
1,136	1,847	-38.5%
141	180	-21.7%
86	121	-28.9%
72	81	-11.1%
7,236	8,960	-19.2%
N/A	N/A	N/A

Seasonal Revenue Y-T-D		
Current Year	Previous Year	Change
\$ 8,700	\$ 16,450	-47.1%
\$ 55,915	\$ 46,760	19.6%
NA	NA	NA
\$ 7,152	\$ 9,754	-26.7%
\$ 11,750	\$ 10,587	11.0%
\$ 23,533	\$ 28,767	-18.2%
\$ 3,350	\$ 3,110	7.7%
\$ 26,883	\$ 31,877	-15.7%
\$ 57,900	\$ 49,660	16.6%
\$ 44,218	\$ 54,662	-19.1%
N/A	N/A	N/A
\$ 7,400	\$ 5,250	41.0%
\$ 35,346	\$ 31,474	12.3%
\$ 33,478	\$ 31,512	6.2%
\$ 5,280	\$ 4,778	10.5%
\$ 38,758	\$ 36,290	6.8%
\$ 69,850	\$ 52,300	33.6%
\$ 55,485	\$ 59,013	-6.0%
\$ 4,000	\$ 4,350	-8.0%
\$ 2,314	\$ 3,149	-26.5%
\$ 14,412	\$ 19,950	-27.8%
\$ 5,610	\$ 5,910	-5.1%
\$ 20,022	\$ 25,860	-22.6%
\$ 20,650	\$ 16,800	22.9%
\$ 4,891	\$ 8,636	-43.4%
\$ 28,200	\$ 28,050	0.5%
\$ 17,200	\$ 18,190	-5.4%
\$ 12,450	\$ 12,375	0.6%
N/A	N/A	N/A
\$ 88,505	\$ 90,069	-1.7%

INTERPRETIVE FACILITIES

June, 2013

TOTAL ATTENDANCE AND REVENUE	Monthly Attendance		YTD Attendance			Monthly Revenue		YTD Revenue		
	Current	Previous	Current	Previous	Change	Current	Previous	Current	Previous	Change
Lake St Clair	18,725	24,528	70,021	98,696	-29.1%	\$ 3,055	\$ 2,411	\$ 13,212	\$ 11,455	15.3%
Wolcott Mill	6,061	4,495	19,010	19,386	-1.9%	\$ 430	\$ 362	\$ 4,621	\$ 4,065	13.7%
Wolcott Farm	29,589	19,941	74,865	64,704	15.7%	\$ 7,813	\$ 7,770	\$ 39,666	\$ 33,232	19.4%
Horse/Tractor Rides						\$ 149	\$ 166	\$ 693	\$ 2,804	100.0%
Livestock/Produce						\$ 4,399	\$ 3,149	\$ 14,618	\$ 37,973	-61.5%
Stony Creek	16,798	24,801	71,539	116,419	-38.6%	\$ 3,856	\$ 4,158	\$ 15,864	\$ 17,523	-9.5%
Indian Springs	12,626	12,769	55,039	53,844	2.2%	\$ 6,988	\$ 6,643	\$ 24,467	\$ 26,895	-9.0%
Kensington NC	28,417	33,695	160,905	174,115	-7.6%	\$ 4,148	\$ 2,432	\$ 13,463	\$ 11,335	18.8%
Kensington Farm	43,409	50,517	172,774	207,248	-16.6%	\$ 5,133	\$ 4,892	\$ 35,601	\$ 29,638	20.1%
Horse/Tractor Rides						\$ 2,455	\$ 2,038	\$ 12,604	\$ 10,969	14.9%
Livestock/Produce						\$ 838	\$ 1,023	\$ 8,807	\$ 6,969	26.4%
Mobile Center	2,206	4,929	14,180	18,273	-22.4%	\$ 1,772	\$ 2,535	\$ 9,320	\$ 9,508	-2.0%
Hudson Mills	4,105	3,833	21,664	23,998	-9.7%	\$ 1,171	\$ 906	\$ 9,510	\$ 10,382	-8.4%
Oakwoods	13,833	12,222	71,647	72,720	-1.5%	\$ 1,632	\$ 877	\$ 8,069	\$ 8,770	-8.0%
Lake Erie	14,934	15,301	67,165	81,197	-17.3%	\$ 1,704	\$ 1,993	\$ 6,281	\$ 6,525	-3.7%
Totals	190,703	207,031	798,809	930,600	-14.2%	\$ 45,543	\$ 41,355	\$ 216,796	\$ 228,043	-4.9%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance				Other Visitors	
	Programs		Attendance		Programs		Attendance			
	Current	Previous	Current	Previous	Current	Previous	Current	Previous	Current	Previous
Lake St Clair	96	97	2,505	2,106	23	48	4,287	2,376	11,933	20,046
Wolcott Mill	10	22	573	1,345	2	-	2,500	-	2,988	3,150
Wolcott Farm	64	97	4,393	5,049	8	3	18,975	4,340	6,221	10,552
Stony Creek	69	50	1,936	3,174	-	-	-	-	14,862	21,627
Indian Springs	57	94	3,353	3,912	5	7	699	148	8,574	8,709
Kensington NC	79	73	1,961	3,095	-	7	-	220	26,456	30,380
Kensington Farm	289	306	6,842	7,244	-	-	-	306	36,567	42,967
Mobile Center	27	31	588	732	3	4	1,618	4,197		
Hudson Mills	7	12	155	185	6	6	450	148	3,500	3,500
Oakwoods	49	76	924	1,386	7	7	649	306	12,260	10,530
Lake Erie	74	113	1,301	2,172	-	1	-	250	13,633	12,879
Totals	821	971	24,531	30,400	54	83	29,178	12,291	136,994	164,340

HURON-CLINTON METROPARKS MONTHLY STATISTICS

June, 2013

PARK	Winter Sports this Month			Winter Sports Y-T-D		
	Current Year	Previous Year	Change	Current Year	Previous Year	Change
Lake St. Clair						
XC Skiers	0	0	-	17	7	142.9%
Ice Skaters	0	0	-	265	12	2108.3%
Ice Fishermen	0	0	-	6,954	791	779.1%
Stony Creek						
XC Skiers	0	0	-	1,994	570	249.8%
Ice Skaters	0	0	-	1,066	0	#DIV/0!
Sledders	0	0	-	6,929	1,130	513.2%
Ice Fishermen	0	0	-	835	117	613.7%
Indian Springs						
XC Skiers	0	0	-	258	33	681.8%
Sledders	0	0	-	594	230	158.3%
Kensington						
XC Skiers	0	0	-	1,517	202	651.0%
Ice Skaters	0	0	-	564	0	#DIV/0!
Sledders	0	0	-	3,363	2,556	31.6%
Ice Fishermen	0	0	-	372	35	962.9%
Huron Meadows						
XC Skiers	0	0	-	3,866	1,013	281.6%
Ice Fishermen	0	0	-	142	0	#DIV/0!
Hudson Mills						
XC Skiers	0	0	-	614	160	283.8%
Lower Huron						
Ice Skaters	0	0	-	319	0	#DIV/0!
Willow						
XC Skiers	0	0	-	146	59	147.5%
Ice Fishing	0	0	-	57	0	#DIV/0!
Sledders	0	0	-	1,592	919	73.2%
Lake Erie						
XC Skiers	0	0	-	13	14	-7.1%
Sledders	0	0	-	48	80	-40.0%
Fishing	658	867	-24.1%	2,052	2,445	-16.1%