

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**August 11, 2016 – 10:30 a.m.**  
**Lake St. Clair Metropark – Thomas Welsh Activity Center**

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1. Chairman's Statement
2. Public Participation
3. Approval – July 14, 2016 Regular Meeting Minutes
4. Approval – August 11, 2016 Full Agenda

**Consent Agenda**

5. **Approval – August 11, 2016 Consent Agenda**
  - a. Approval – July 2016 Financial Statements and Payment Registers
  - b. Approval – July 2016 Appropriation Adjustments **pg. 1**
  - c. Purchases
    1. Park Brochures, All Locations **pg. 5**
    2. Invasive Species Control – Phragmites, Various Locations **pg. 7**
    3. Invasive Shrub Control, Various Locations **pg. 21**
    4. Tree Removal, Lower Huron, Willow and Oakwoods Metroparks **pg. 27**
  - d. Update – Purchases over \$10,000 **pg. 35**
  - e. Update – Unmanned Aerial Vehicle Insurance **pg. 37**
  - f. Bids – Roadway Reconstruction and Resurfacing, Kensington **pg. 39**
  - g. Approval – Water Quality Monitoring Agreements, Stony Creek and Kensington **pg. 45**

**Regular Agenda**

6. **Reports**
  - A. *Planning Department*
    1. Approval – Stony Creek Master Plan **pg. 67**
  - B. *Lake St. Clair Metropark*
    1. Approval – DTE Utility Pole Relocation **pg. 69**
    2. Approval – Professional Design Services, West Beachfront and Playground Redevelopment Project **pg. 91**
  - C. *Wolcott Mill Metropark*
    1. Approval – Trail Easement Agreement **pg. 101**
  - D. *Stony Creek Metropark*
    1. Approval – Cart Path Reconstruction **pg. 113**
  - E. *Delhi Metropark*
    1. Approval – Delhi Court resurfacing project **pg. 125**

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**6. Reports**

**F. Lake Erie Metropark**

1. Approval - Memo of Understanding, Detroit River-Western Lake Erie Cooperative Weed Management Area **pg. 131**

**G. Administrative Office**

1. Update – Administrative Office Redesign **pg. 161**
2. Approval – Retiree Health Care Trust ICMA-RC Participation Agreement **pg. 163**
3. Approval – Internal Control Review Update **pg. 165**

**7. Closed Session**

- a. To consult with attorney regarding pending litigation  
*Section 8 (e) of the Michigan Open Meetings Act. M.C.L 15.268 (e)*
- b. To consult with attorney to consider a legal opinion from outside counsel within the attorney-client privilege *Section 8 (h) of the Michigan Open Meetings Act. M.C.L 15.268 (h)*

**8. Other Business**

- a. Salary Compensation Survey
- b. Golf Update

**9. Staff Officer Update**

**10. Commissioner Comments**

**11. Motion to Adjourn**

A combined Pension Committee and Retiree Health Care Trust meeting  
will take place prior to the Board meeting  
Thursday, August 11, 2016 – 9:00 a.m.  
Lake St. Clair Metropark – Thomas Welsh Activity Center

The next regular Metroparks Board meeting will take place  
Thursday, September 8, 2016 – 10:30 a.m.  
Lake Erie Metropark – Pool Food Bar Area



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Baaki, Chief Accountant  
Subject: Approval – July 2016 Appropriation Amendments  
Date: August 4, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the July 2016 Appropriation Amendments as recommended by Director Phifer and Controller Franchock.

**Background:** The Metroparks ERP system provides a work-flow process to facilitate departmental budget management. Requested transfers are initiated by Department staff and routed to the appropriate Department Head/District Superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively affect Fund Balance.

For the month of July, transfers totaled \$372,263.08. These were primarily a result of funds that were transferred from the administration account to the parks operation and major maintenance accounts to cover projects being done within the parks, to cover the cost of park brochures and to setup budgets for Capital and Major Maintenance projects.

During the month, there were no amendments that affected Fund Balance.

**Attachment: Appropriation Adjustments**



### June 2016 - Appropriation Adjustments

	<u>Location</u>	<u>Increase</u>	<u>Decrease</u>	<u>Difference</u>
Capital	Hudson Mills	\$ 2,000.00	\$ 2,000.00	-
	Stony Creek	29,025.00	29,025.00	-
	Total	\$ 31,025.00	\$ 31,025.00	\$ -
Major Maintenance	Kensington	\$ 55,750.00	\$ 50,212.00	\$ 5,538.00
	Lower Huron	32,321.00	32,321.00	-
	Hudson Mills	20,500.00	20,500.00	-
	Wolcott Mill	53,474.00	53,474.00	-
	Total	\$ 162,045.00	\$ 156,507.00	\$ 5,538.00
Operations	Lake St. Clair	\$ 96,860.00	\$ 94,460.00	\$ 2,400.00
	Kensington	21,612.00	16,800.00	4,812.00
	Lower Huron	7,600.00	5,500.00	2,100.00
	Hudson Mills	10,900.00	10,000.00	900.00
	Stony Creek	23,900.00	21,500.00	2,400.00
	Lake Erie	6,100.00	4,600.00	1,500.00
	Wolcott	5,721.08	4,521.08	1,200.00
	Indian Springs	4,700.00	3,500.00	1,200.00
	Huron Meadows	600.00	-	600.00
	Total	\$ 177,993.08	\$ 160,881.08	\$ 17,112.00
Administration	Administrative Office	\$ 1,200.00	\$ 23,850.00	\$ (22,650.00)
	Total	\$ 1,200.00	\$ 23,850.00	\$ (22,650.00)
<b>Grand Total</b>		<b>\$ 372,263.08</b>	<b>\$ 372,263.08</b>	<b>\$ -</b>





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria Van Rooijen, Senior Buyer  
 Project No: ITB 16-045A  
 Project Title: Park Brochures  
 Location: All Parks  
 Date: August 4, 2016

Bids Opened: Friday, June 24, 2016 at 2:00 p.m.

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award ITB 16-045A to the low responsive, responsible bidder, Accuform Printing and Graphics in the amount of \$14,989.90; and (2) approve a fund transfer from the Communications budget to the individual parks operations budget to cover the cost of the first and second printing for total of \$29,979.98 as recommended by Senior Buyer Maria VanRooijen and staff.

**Fiscal Impact:** This item was not budgeted. However, funds will be available in the Communications department budget to cover the cost.

**Scope of Work:** Furnish and deliver individual park brochures; 270,000 brochures will be printed for each order.

**Background:** Park brochures have not been printed since October 2013. Staff ordered 270,000 brochures, which is approximately a one-year supply. The first order was placed in July 2016 and a second order will be submitted after Board approval. This order was split in order to have brochures for the summer season. This job will total \$29,979.98, which covers the cost for both orders.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Accuform Printing & Graphics	Detroit, MI	\$14,989.90
Dearborn Lithograph, Inc.	Livonia, MI	\$16,240.00
Compton Press	Farmington Hills, MI	\$17,398.00
Johnston Lithograph	Romulus, MI	\$19,001.25
Printwell, Inc.	Taylor, MI	\$19,260.94
Arbor Oakland Group	Royal Oak, MI	\$19,682.00
Sensational Tees	Hampton, VA	\$23,614.50
Indiana Printing and Publishing	Indiana, PA	\$27,113.96
Advance Print and Graphics	Ann Arbor, MI	\$31,782.00

Municipal Supply Solutions LLC and Image Printing disqualified their bids due to error in calculations.

Invitation to bid were posted on the Michigan Inter-Governmental website







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Ryan Colliton, Natural Resources Coordinator  
 Project Title: Invasive Species Control – Phragmites  
 Project Type: Major Maintenance  
 Location: Stony Creek, Wolcott Mill, Lake St Clair, Lake Erie and Oakwoods Metroparks  
 Date: August 4, 2016

### Action Requested: Motion to Approve

That the Board of Commissioners' award contracts to the low responsive, responsible bidder, GEI Consultants and Plantwise LLC in the amount not to exceed \$59,000.00 as recommended by Natural Resources Coordinator Ryan Colliton and staff.

**Fiscal Impact:** This is a budgeted item and funds are available in the Major Maintenance Outside Services account for each park.

**Scope of Work:** Work will consist of spraying non-native Phragmites within wetland systems in various locations throughout five Metroparks covering approximately 150 acres.

**Background:** The Authority has solicited quotes from companies to spray patches of non-native Phragmites scattered within several wetland areas located within Stony Creek, Wolcott Mill, Lake St. Clair, Lake Erie and Oakwoods Metroparks. The RFP for this work was available on BIDNET. In addition, several reputable companies were contacted and informed that an RFP was available for review.

A total of \$320,000 is allocated in the 2016 budget for invasive species control and vegetative management in the park system including \$59,000 to help control Phragmites. Contracts for this work will not exceed a total of \$59,000.00 for the five parks. The companies outlined below responded to the RFP.

Location	Contractor Price Per Person / Hour		
	GEI Consultants	PlantWise LLC	PLM Lake & Land Mgmt.
Stony Creek	\$125*	\$135	\$220
Wolcott Mill	\$125*	\$135	\$220
Lake St. Clair	\$120	\$114*	\$220
Oakwoods	\$147	\$101*	\$220
Lake Erie	No Bid	\$107*	\$220

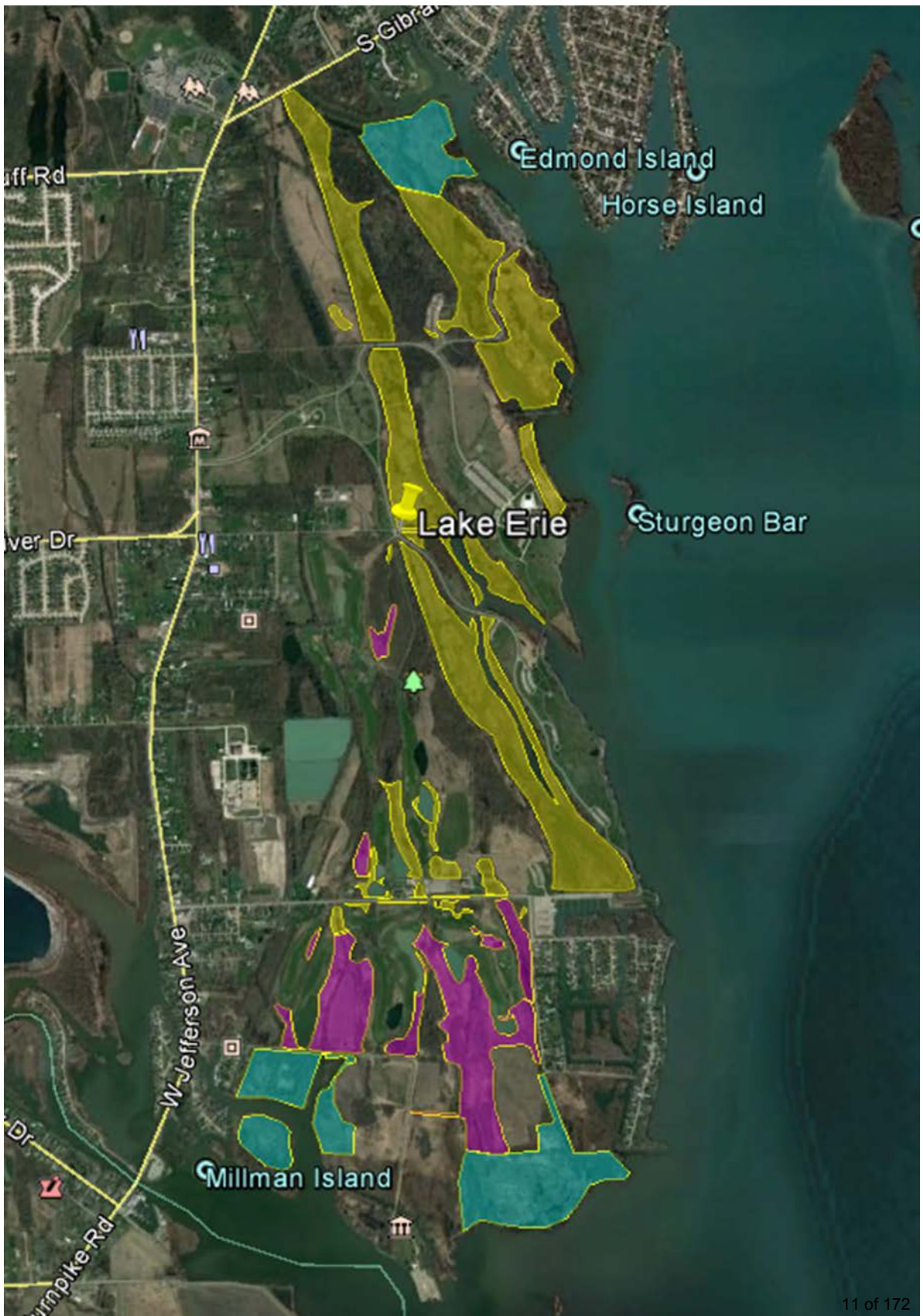
\* indicates the low responsive, responsible bidder.

**Attachment: Invasive Species Control Location Photos**



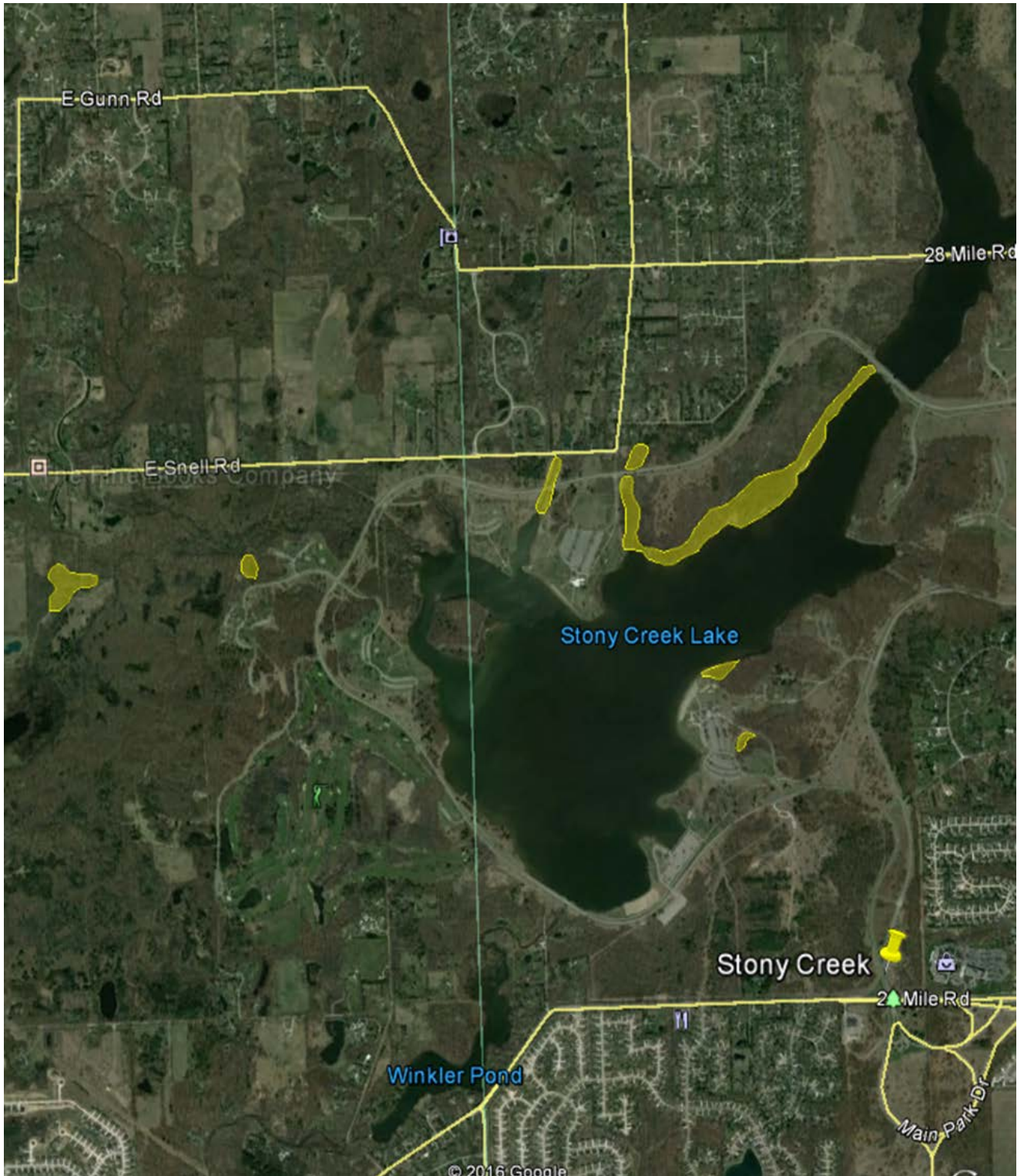






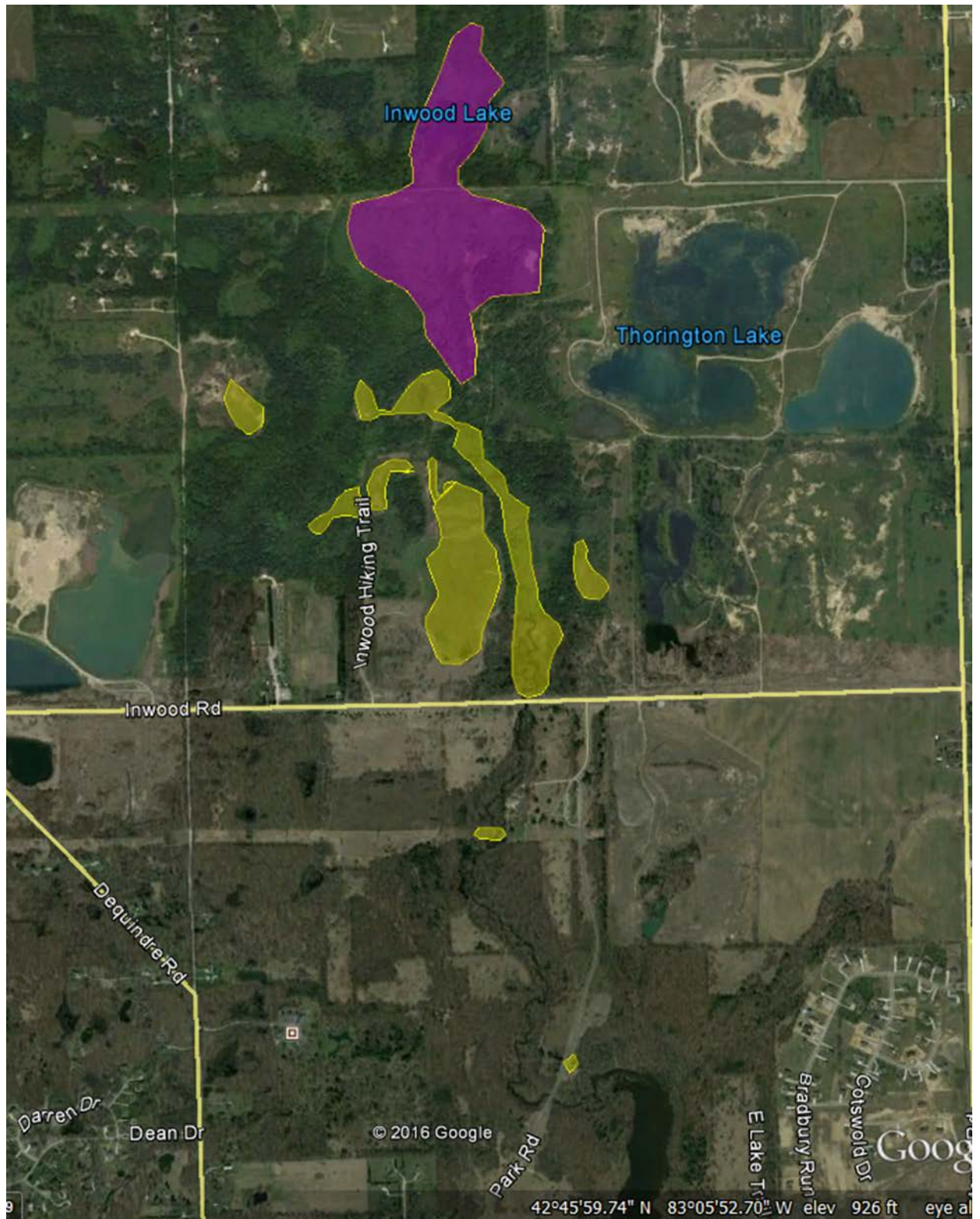


# Stony Creek Metropark - South

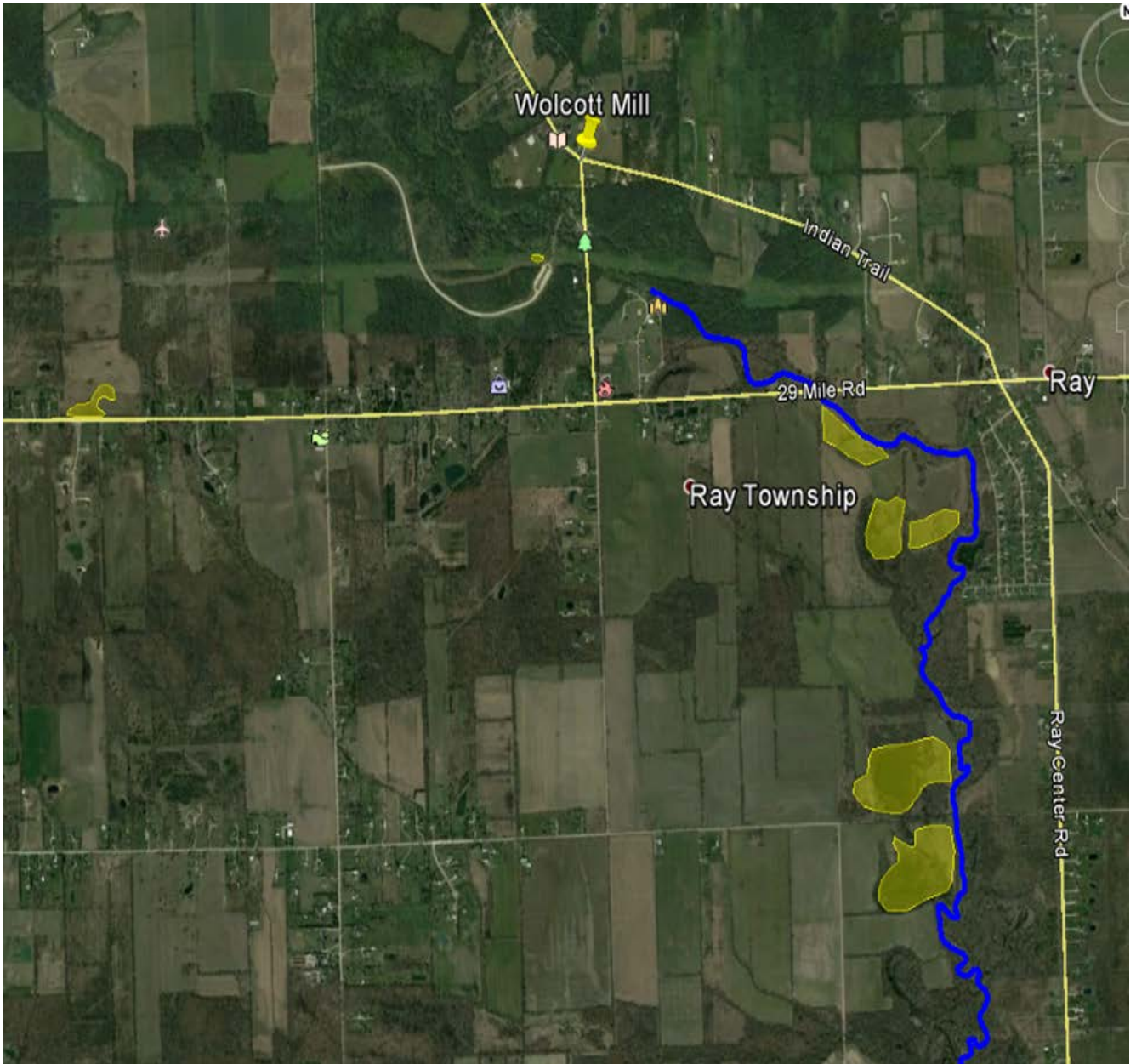




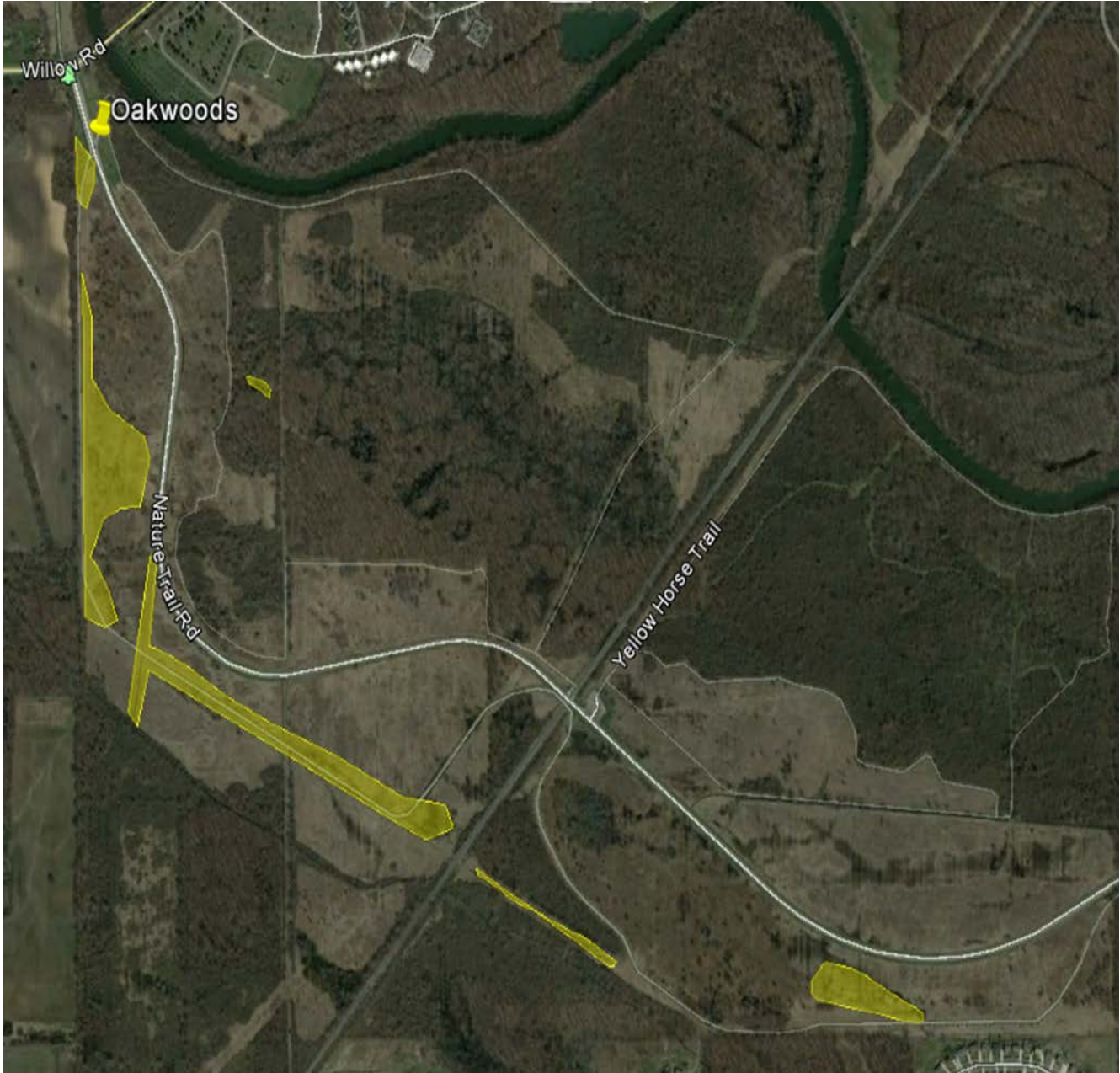
















## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Ryan Colliton, Natural Resources Coordinator  
 Project Title: Invasive Shrub Control  
 Project Type: Major Maintenance  
 Location: Various Locations  
 Date: August 4, 2016

### Action Requested: Motion to Approve

That the Board of Commissioners award Contracts to the low responsive, responsible bidder, The Michigan Property Network in the amount not to exceed \$135,000 as recommended by Natural Resources Coordinator Ryan Colliton and staff.

**Fiscal Impact:** This is a 2016-budgeted item and funds are available in the major Maintenance Outside Services account for each park.

**Scope of Work:** Work will consist of clearing non-native invasive shrubs from various locations throughout ten (10) Metroparks: Kensington, Hudson Mills, Huron Meadows, Indian Springs, Stony Creek, Wolcott Mill, Willow, Oakwoods, Lower Huron and Lake Erie.

**Background:** In a continuous effort to control non-native invasive shrubs, the Authority solicited quotes from several companies to mechanically remove (mow) invasive shrubs in 10 Metroparks. The RFP for this work was available on BIDNET. Contracts for this work will not exceed a total of \$135,000.00 for all locations combined. In total, \$320,000.00 has been allocated in the 2016 budget for invasive species control and vegetative management in the park system. The shrub removal contract is another phase of a multi-phased approach to control invasive plant species in the park system.

The five companies outlined below responded to the RFP. Based on the volume of work required, and current contractor commitments, staff would like to engage the three lowest bid contractors, at various work locations in order to successfully complete the work within the project window.

### **Total Award**

<u>Vendor</u>	<u>Total Award</u>
The Michigan Property Network	\$86,000.00
KBK Landscaping	\$30,000.00
TreeWorks, Inc.	\$19,000.00

### **Itemized Bids**

<u>Vendor</u>	<u>Cost / Hour</u>
The Michigan Property Network	\$110.00 / Hour
KBK Landscaping	\$145.00 / Hour
TreeWorks, Inc.	\$174.35 / Hour
Owen Tree Service	\$206.00 / Hour
Arbor Master Tree Service	\$225.00 / Hour

**Attachment: Shrub Clearing Location Photos**





**Shrub Control Photos**



**BEFORE (Kensington / Spring Hill 12-22-2015)**



**AFTER (Kensington / Spring Hill 1-7-2016)**





**BEFORE (Kensington / Spring Hill 12-9-2015)**



**AFTER (Kensington / Spring Hill 1-21-2016)**





## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Ryan Colliton, Natural Resources Coordinator  
**Project Title:** Approval – Tree Removal  
**Project Type:** Major Maintenance  
**Location:** Lower Huron, Willow and Oakwoods Metroparks, Wayne County  
**Date:** August 4, 2016

### **Action Requested: Motion to Approve**

That the Board of Commissioners' award contracts to the responsive, responsible bidder, Natural Community Service in an amount not to exceed \$30,000 as recommended by Natural Resources Coordinator Ryan Colliton and staff.

**Fiscal Impact:** This is a 2016-budgeted item and funds are available in the major Maintenance Outside Services account for each park.

**Scope of Work:** Work will consist of the cutting, removal and stump grinding of approximately 50 standing dead trees of various species and sizes in the road right-of-way within Lower Huron, Willow and Oakwoods Metroparks.

**Background:** Each year is it necessary for staff to cut and remove dead, dying or diseased trees throughout the Metroparks in order to provide a safe and visually pleasing environment for the public to enjoy.

In order to assist staff in addressing a backload of tree removal work, staff solicited quotes to remove approximately 50 standing dead trees of various species and sizes in the road right-of-way within Lower Huron, Willow and Oakwoods Metroparks.

A total of \$320,000 is allocated in the 2016 budget for invasive species control and vegetative management in the park system including \$30,000 to remove standing dead trees along park roadways. The RFP for this work was available on BIDNET.

Contractor Responding to the RFP:  
 Natural Community Services  
 30775 Longcrest  
 Southfield, MI 48076

**Tree Removal with Stump Removal**

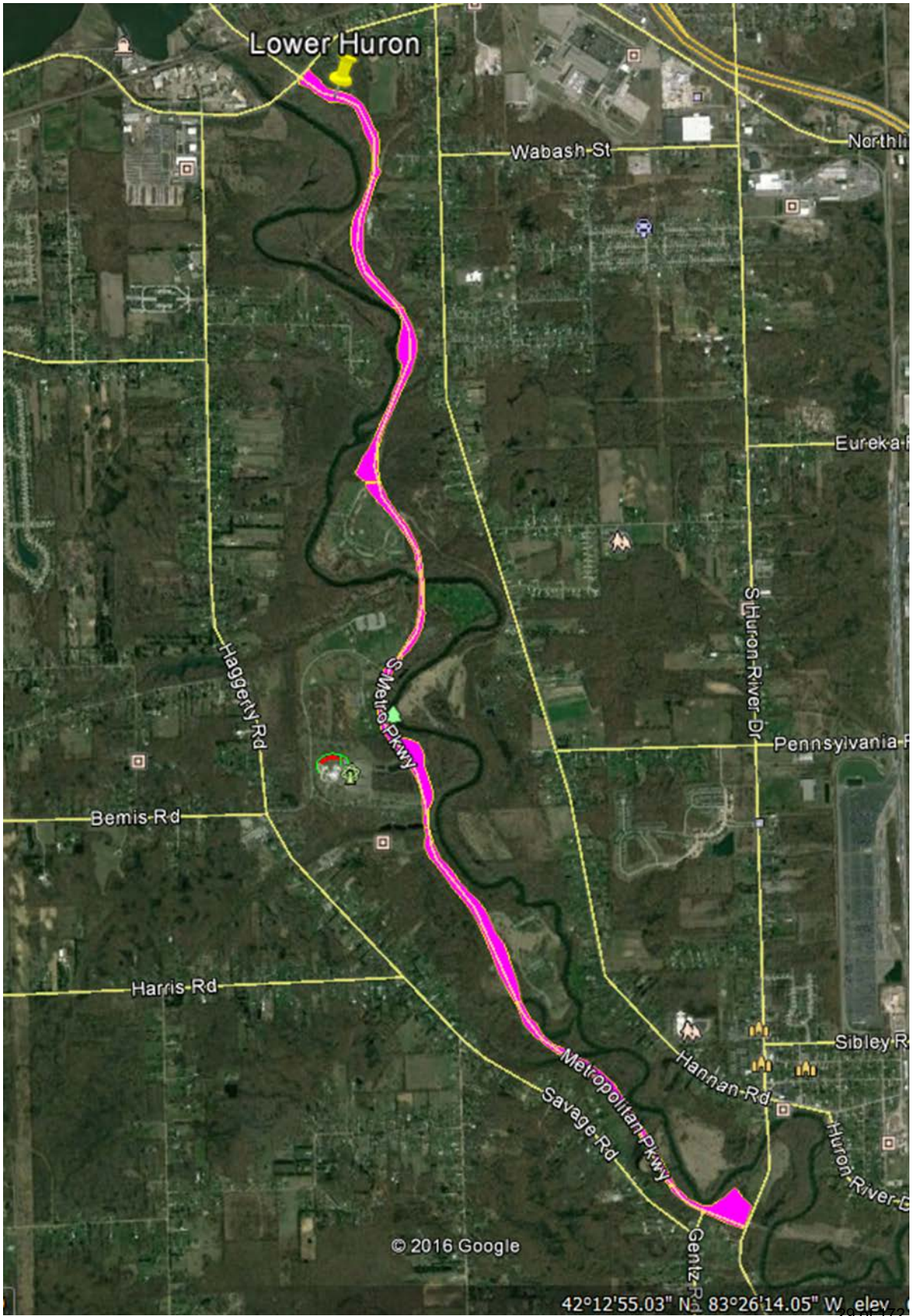
<b>Item of Work</b>	<b>UNIT PRICE</b>
1. Up to and including 12-inch DBH	\$135.00 each
2. 13-inches up to and including 24-inches DBH	\$365.00 each
3. 25-inches up to and including 36-inches DBH	\$785.00 each
4. 37-inches and Over DBH	\$995.00 each

**Tree Removal Without Stump Removal**

<b>Item of Work</b>	<b>UNIT PRICE</b>
5. Up to and including 12-inches DBH	\$115.00 each
6. 13-inches up to and including 24-inches DBH	\$330.00 each
7. 25-inches up to and including 36-inches DBH	\$715.00 each
8. 37-inches and Over DBH	\$910.00 each

**Attachment: Tree Removal Location Photos**

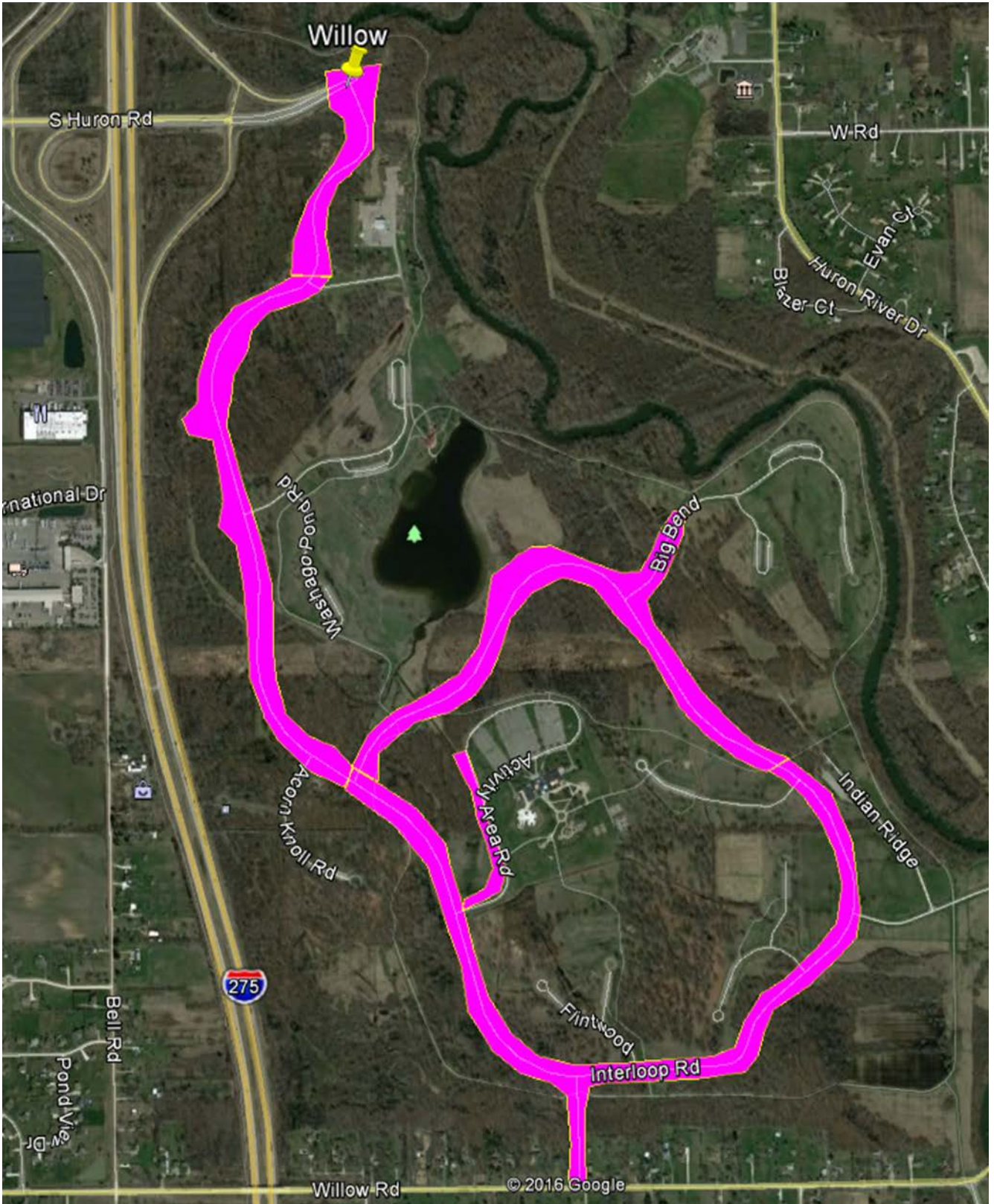
# Lower Huron Metropark





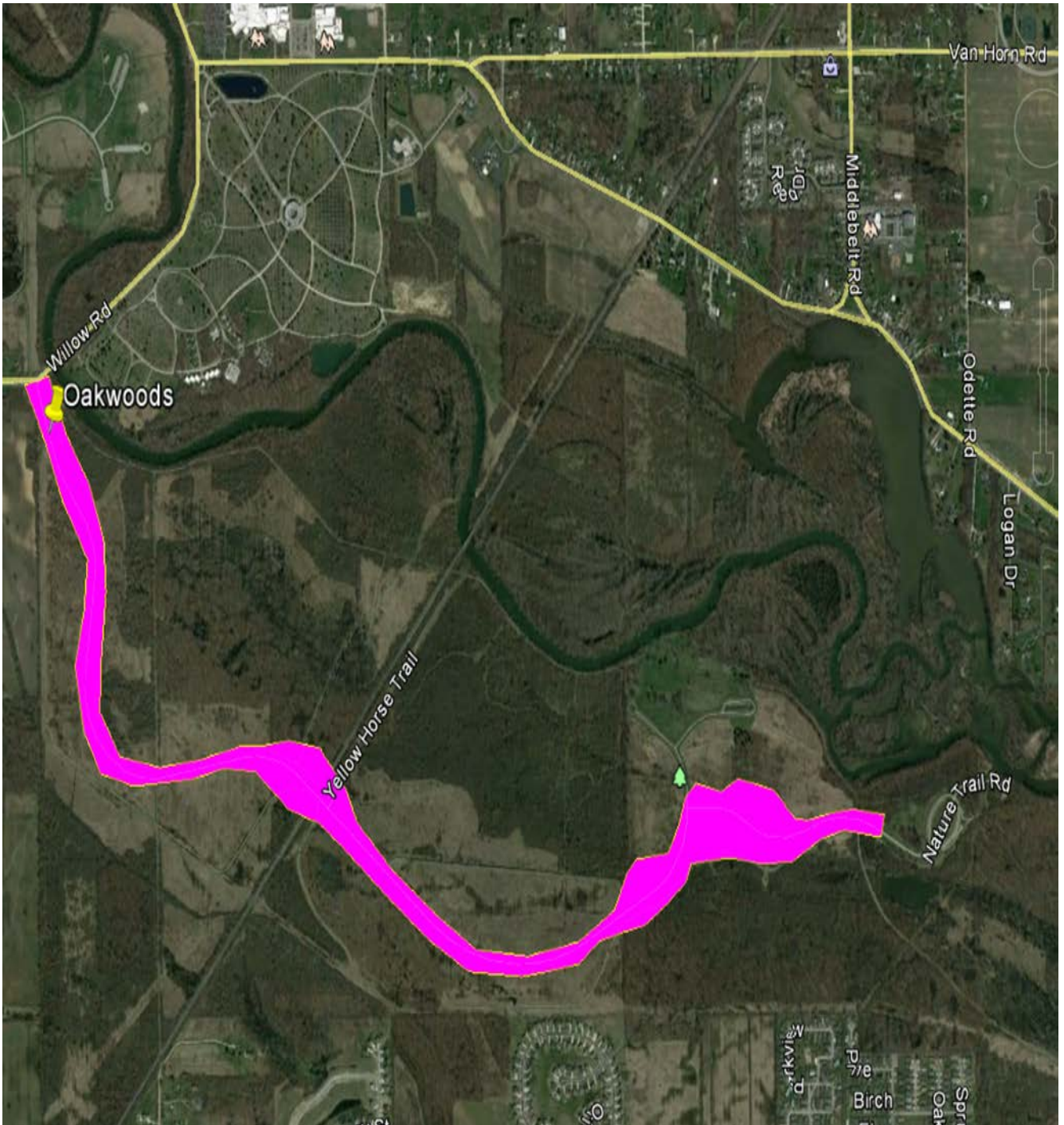


# Willow Metropark





# Oakwoods Metropark







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: George Phifer, Director  
 Subject: Update – Purchases over \$10,000  
 Date: August 4, 2016

**Action Requested: Motion to Receive and File**

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

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

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

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Labelle Electric	Tollbooth lighting Replacement – Kensington Metropark	\$18,350





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca L. Franchock, Controller  
Subject: Update – Unmanned Aerial Vehicle Insurance  
Date: August 4, 2016

### **Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file the update on the acquisition, use and insurance coverage for an Unmanned Aerial Vehicle (Drone) for the Communications Department as recommended by Controller Franchock

**Fiscal Impact:** Although not planned in the original 2016 General Fund Budget, funds are available in the Communications budget to cover the expenditures. The cost of the drone was \$2,618.83 and the annual insurance coverage is \$275.

**Background:** Metroparks staff has been working to improve its brand recognition through social media as well as traditional media outreach. As part of this effort, a small (3-pounds, 11 inches) Unmanned Aerial Vehicle (Drone) was purchased.

This new piece of equipment allows trained staff to produce video showcasing the unique and important features of the Metroparks system. Media Relations, Community Relations, Web and designated staff will primarily use video shot from the drone to tell the story of all 13 Metroparks. The Police Department and park maintenance staff may also use the drone in the future.

General liability insurance coverage was obtained for designated staff to operate the drone from the Michigan Municipal Risk Management Association.







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 900-16-003  
 Project Title: Roadway Reconstruction and Resurfacing  
 Project Type: Capital Improvement and Major Maintenance  
 Location: Kensington Metropark, Livingston and Oakland Counties  
 Date: August 4, 2016

Bids Received: July 26, 2016

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 900-16-003 to the low responsive, responsible bidder, Ajax Paving Industries, Inc. in the amount of \$508,061.45; and (2) approve the transfer of \$58,062 from the Fund Balance to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is a 2016-budgeted project; however, it is over budget by \$58,061.45.

**Scope of Work:** The work includes furnishing all labor, equipment and materials necessary to reconstruct 0.36 miles with four-inches of bituminous surfacing and resurface 0.93 miles of main park roadway with a two-inch overlay of asphalt. Work also includes bituminous crushing and shaping, concrete curb and gutter and bituminous repairs.

**Background:** The existing section of roadway was repaved in 1988 and 1989. The reconstruction and resurfacing are recommended at this time as part of our ongoing roadway management program to preserve, prolong and provide a good travel surface to our patrons.

The existing surface is in need of repair; only one section requires reconstruction at this time. The other section requires repairs and resurfacing. To date, roadway overbanding has been used to seal pavement cracks due to weathering, age of the binder and wearing surface. At this time it is recommended to provide a new surface to preserve the original pavement structure and to extend the life of the roadway. The goal of the roadway management program is to extend as far as possible the time between roadway reconstructions while providing a good usable surface.

<u>Contractor</u>	<u>City</u>	<u>Total</u>
Ajax Paving Industries, Inc.	Troy	\$508,061.45
Fonson Company, Inc.	Brighton	\$541,005.75
Pro-Line Asphalt Paving Corporation	Washington	\$558,973.70
Nagle Paving Company	Novi	\$608,151.50
T & M Asphalt Paving, Inc.	Milford	\$611,585.00
Asphalt Specialists, Inc.	Pontiac	\$612,543.00
Pavex Corporation	Trenton	\$627,723.00
Best Asphalt, Inc.	Romulus	\$675,627.50
Cadillac Asphalt LLC	Wixom	\$753,791.00

**Roadway Reconstruction and Resurfacing**  
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Budget Amount for Contract Services and Administration	
West Tollbooth to Nature Center Road (Capital)	\$300,000.00
Nature Center to By Pass Road (Major Maintenance)	<u>\$150,000.00</u>
Total	\$450,000.00
 Work Order Amount	
Contract Amount-Ajax Paving Industries	\$508,061.45
Contract Administration	<u>\$ 10,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$518,062.00

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





Existing Kensington Roadway





**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Ryan Colliton, Natural Resources Coordinator  
Subject: Approval – Water Quality Monitoring Agreements  
Location: Stony Creek and Kensington Metroparks  
Date: August 4, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the Water Quality Monitoring Agreement with Aquest for Stony Creek Lake and Kent Lake as recommended by Natural Resources Supervisor Ryan Colliton and staff.

**Fiscal Impact:** These are budgeted items and funds are available in Kensington operations account and Stony Creek operations account. The contract amount is \$6,676 for Kensington Metropark and \$5,790 for Stony Creek Metropark with a total contract amount of \$12,466.

**Scope of Work:** This work includes the surveying and mapping of aquatic vegetation, identification and mapping a nuisance aquatic species, the development of a Lake Vegetation Management Plan, assistance with MDEQ permit procurement and the collection and evaluation of water quality parameters including plankton sampling to track blue-green algae events.

**Background:** Both Stony Creek and Kent Lake impoundments are monitored on an annual basis in order to examine current or changing water quality factors that could potentially affect the recreational value or impact the health of park patrons, vegetation or wildlife. Information collected under these contracts assists staff in determining the type and extent of nuisance weed control in the lakes, and the monitoring of essential water quality parameters to help characterize planktonic communities.

**Attachments:** **Aquest Water Monitoring Agreement – Kent Lake**  
**Aquest Water Monitoring Agreement – Stony Creek**





**Lake Monitoring and Water Quality Monitoring – Kent Lake  
AGREEMENT FOR SERVICES  
Non-Technical - Under \$25,000**

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This Agreement for Services (the "Agreement") is effective this 15 day of June, 2016 by and between Huron-Clinton Metropolitan Authority ("HCMA") and G. Douglas Pullman as the Authorized Representative for Aquest Corp. (the "Contractor"). (The Contractor and HCMA may each be individually referred to as a "Party," and collectively, the "Parties").

The undersigned hereby declares that this agreement is made in good faith without fraud or collusion with any persons, that he/she has examined this Agreement, including the Huron-Clinton Metropolitan Authority Standard Terms and Conditions for Services of \$25,000 or Less, described herein and is fully informed as to the nature of the Services described herein and the conditions relating to its performance.

The undersigned acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Huron-Clinton Metropolitan Authority (the Authority), its agents or employees as to any conditions to be encountered in accomplishing the work and that compensation for services rendered is based solely upon his or hers own independent judgment.

The undersigned further proposes: to act as the Principal Investigator and to provide all labor, supplies, permits, new and current materials, transportation and equipment required to perform the Services set forth in the attached Proposals: 1) Lake Monitoring, Restoration and Management Plan (Exhibit A); and 2), Water Quality Assessment (Exhibit B); and shall be compensated as set forth in the Proposals for services rendered under this agreement, and to complete the work as outlined in this Agreement including the Huron-Clinton Metropolitan Authority Standard Terms and Conditions of Services of \$25,000 or Less, (together, the Contract Documents), all of which are incorporated in full into this Agreement by reference. No provision or condition of the undersigned's Proposal shall conflict with the Contract Documents. Any portion of the undersigned's Proposal purporting to include provisions or conditions in conflict with the Contract Documents shall be ineffective.

This Agreement constitutes the entire agreement. This agreement may be amended, changed, or supplemented only by written agreement executed by both parties hereto.

If any term or provision of the Agreement or the application thereof to any person or circumstances shall to any extant, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.

SIGNED AND SEALED THIS 15 DAY OF JUNE, 2016.

BY:   
Signature of Authorized Representative

TITLE: President

**LEGAL STATUS** (To be completed by Authorized Representative)

(√) A Corporation, duly organized and doing business under the laws of the State of Michigan, for whom any one of the following persons is authorized to execute Contracts and other legal documents:

<u>NAME</u>	<u>TITLE</u>
<u>G. Douglas Pullman</u>	<u>President</u>
Federal Tax I.D. Number:	<u>38-2986745</u>

( ) Michigan institution of higher education ("Community College/University"):

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
Federal Tax I.D. Number:	_____

( ) An Individual or Partnership whose signature is affixed to this Proposal:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
Federal Tax I.D. Number	
or Social Security Number:	_____

**PROPOSAL ACCEPTANCE**

ON BEHALF OF:  
HURON-CLINTON METROPOLITAN AUTHORITY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT A

# Aquest

Aquest Corp ~ 540 Trinity Lane N, 4013 ~ Saint Petersburg, FL 33716 ~ [aquest@mac.com](mailto:aquest@mac.com)

## A PROPOSAL FOR SERVICES RELATED TO THE MONITORING, MANAGEMENT PLANNING AND STUDY OF KENT LAKE

### Primary Work Elements and Responsibilities:

- I. Studies, Monitoring, Planning, and Reporting, Vegetation Survey and Mapping, entire lake, two complete survey minimum, three checks, approx. dates: May, June, July, August, September  
 Planning and Reporting. Submission of Updated and LakeScan™ analysis and lake management plan, Presentation of plan.  
 Management Plan Administrative (Prescriptive) Services, Specify and evaluate the outcomes associated with the application of herbicides to Kent Lake. Assist in Permit Procurement

### **ANALYTICAL AND SAMPLING PROTOCOLS**

All analysis and surveys will be performed in strict conformance with currently accepted methods and techniques that are most relevant to the proposed study (EPA, APHA, or better).

### **CONTRACT TERMS AND CONDITIONS**

Terms and Conditions of this agreement

### **INSURANCE AND LIMITS OF LIABILITY**

The primary investigator shall maintain general liability insurance during the performance of the tasks outlined in the agreement.

### **PAYMENT**

The Huron Clinton Metropolitan Authority shall pay the following to the primary investigator for completing the services described herein.


Studies, Monitoring, Planning, and Communications	\$4,680
Total Cost	\$4,680

Payment shall be made according to the following schedule:

- A. \$2,340 Due 01-Aug-2016
- B. \$2,340 Due 01 Dec 2016

Additional Service Options and Cost Estimates (at additional cost)  
 Meetings - \$125 per hour plus \$0.95 per mile travel expense  
 Workshops - 1/2 day, various topics, limited number of handouts, \$1,200 ea. (typical)  
 Other Services \$125 per hour

Submitted: 06/15 /2016

  
 \_\_\_\_\_  
 G. Douglas Pullman, President  
 Aquest Corporation

Accepted: \_\_\_\_\_

\_\_\_\_\_  
 George Phifer, Director, Representative  
 Huron Clinton Metropolitan Authority

# Aquest

Aquest Corp ~ 540 Trinity Lane N, 4013 ~ Saint Petersburg, FL 33716 ~ [aquest@mac.com](mailto:aquest@mac.com)

A PROPOSAL FOR SERVICES RELATED TO THE MONITORING, MANAGEMENT PLANNING AND STUDY OF THE STATUS OF PELAGIAL COMMUNITIES IN

## KENT LAKE

### Primary Work Elements and Responsibilities:

- I. Studies, Monitoring, Planning, and Reporting, and Plankton Sampling, entire lake, one August sampling event  
 Planning and Reporting. Submission of Updated and LakeScan™ analysis and algae plan, Presentation of plan.  
 Management Plan Administrative (Prescriptive) Services, Specify and evaluate the outcomes associated with the application of algaecides to Kent Lake. Assist in Permit Procurement

### **ANALYTICAL AND SAMPLING PROTOCOLS**

All analysis and surveys will be performed in strict conformance with currently accepted methods and techniques that are most relevant to the proposed study (EPA, APHA, or better).

### **CONTRACT TERMS AND CONDITIONS**

Terms and Conditions of this agreement

### **INSURANCE AND LIMITS OF LIABILITY**

The primary investigator shall maintain general liability insurance during the performance of the tasks outlined in the agreement.

### **PAYMENT**

The Huron Clinton Metropolitan Authority shall pay the following to the primary investigator for completing the services described herein.

Studies, Monitoring, Planning, and Communications	\$1,996
Total Cost	\$1,996

Payment shall be made according to the following schedule:

- C. \$998 Due 01-Aug-2016
- D. \$998 Due 01 Dec 2016

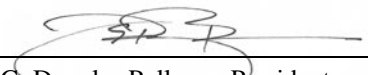
Additional Service Options and Cost Estimates (at additional cost)

Meetings - \$125 per hour plus \$0.95 per mile travel expense

Workshops - 1/2 day, various topics, limited number of handouts, \$1,200 ea. (typical)

Other Services \$125 per hour

Submitted: 06/15 /2016

  
 \_\_\_\_\_  
 G. Douglas Pullman, President  
 Aquest Corporation

Accepted: \_\_\_\_\_

\_\_\_\_\_  
 George Phifer, Director, Representative  
 Huron Clinton Metropolitan Authority

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**STANDARD TERMS AND CONDITIONS**  
**FOR CONTRACTS FOR SERVICES OF \$25,000 OR LESS**

5-g-1

This provisions of these Terms and Conditions (the "T&Cs") of Huron-Clinton Metropolitan Authority ("HCMA") shall apply to all contracts, purchase orders, agreements, or other arrangements with any contractor (a "Contractor") for the provision of services with a value of \$25,000 or less (an "Agreement"), notwithstanding any statement or provision in the Agreement to the contrary. By entering into an Agreement with HCMA, the Contractor agrees to abide by these Terms and Conditions.

**A. INDEMNIFICATION, RELEASE, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.**

1. Indemnification and Release. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined below) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in these T&Cs are in excess and over and above any valid and collectible insurance rights/policies. During the term of the Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

The term "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

2. Limitation of Liability. Neither Party shall be liable to the other for any amounts representing loss of profit, loss of business, or other incidental, consequential or punitive damages of the other Party under this Agreement.
3. Disclaimer of Warranties. HCMA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE HCMA, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THE AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE HCMA AS PROVIDED HEREIN.

**B. DISPUTE RESOLUTION.** Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:

1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.
3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

**C. INSURANCE:** The Contractor, or any of their sub-Contractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor and any sub-Contractor shall procure and maintain the following insurance coverage:

1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Liquor Liability Insurance for events where alcohol is served, coverage with limits of liability not less than \$4,000,000 per occurrence and aggregate.
5. Professional Liability, for contracts where professional services are rendered, in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this agreement.
6. Limits of Liability referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.

7. Additional Insured: Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be *Additional Insureds*: HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.
8. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: HCMA, attention Executive Director.
9. Proof of Insurance Coverage: The Contractor shall provide HCMA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
10. Commercial Property Insurance: The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
11. General Insurance Conditions: The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions:
  - a. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
  - b. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA;
  - c. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to (Your Entity) at least ten (10) days prior to the expiration date.

#### **D. TERMINATION, AMENDMENTS.**

1. Termination. HCMA may terminate and/or cancel the Agreement (or any part thereof) at any time during the term, any renewal, or any extension of the Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. HCMA may immediately terminate the Agreement for cause upon notice to Contractor if Contractor is in breach of the Agreement. The notice of breach shall include a statement of the facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice.

HCMA's sole obligation in the event of termination is for payment for actual Services rendered by the Contractor before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of the Agreement. HCMA shall not be obligated to pay Contractor any cancellation or termination fee if the Agreement is cancelled or terminated as provided herein.

Contractor may terminate and/or cancel the Agreement (or any part thereof) at any time upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

2. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to the Agreement must be in writing and agreed to by the Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

**E. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

1. Organization and Good Standing. The Contractor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.
2. Power and Authority. The Contractor has all requisite power to enter into the Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of the Agreement and the performance by the Contractor of its obligations hereunder have been taken. The Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
3. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under the Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
4. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
5. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of the Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.
6. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of the Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of the Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in the Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
7. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into the Agreement, it had a full opportunity to review the proposed services, and review all HCMA requirements and/or expectations under the Agreement. The Contractor is responsible for being adequately and properly prepared to execute the Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.



## F. GENERAL PROVISIONS

1. Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
2. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under the Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under the Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.

The term "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

3. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in the Agreement is intended to establish an employer-employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under the Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.
4. Non-Exclusive Agreement. No provision in the Agreement limits, or is intended to limit, in any way the Contractor's right to offer and provide its Services to the general public, other business entities, municipalities, or governmental agencies during or after the term of the Agreement. Similarly, the Agreement is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Contractor performs. Except as provided in the Agreement, the Agreement shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to HCMA.



**Lake Monitoring and Water Quality Monitoring – Stony Creek  
AGREEMENT FOR SERVICES  
Non-Technical - Under \$25,000**

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This Agreement for Services (the “Agreement”) is effective this 15 day of June, 2016 by and between Huron-Clinton Metropolitan Authority (“HCMA”) and G. Douglas Pullman as the Authorized Representative for Aquest Corp. (the “Contractor”). (The Contractor and HCMA may each be individually referred to as a “Party,” and collectively, the “Parties”).

The undersigned hereby declares that this agreement is made in good faith without fraud or collusion with any persons, that he/she has examined this Agreement, including the Huron-Clinton Metropolitan Authority Standard Terms and Conditions for Services of \$25,000 or Less, described herein and is fully informed as to the nature of the Services described herein and the conditions relating to its performance.

The undersigned acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Huron-Clinton Metropolitan Authority (the Authority), its agents or employees as to any conditions to be encountered in accomplishing the work and that compensation for services rendered is based solely upon his or hers own independent judgment.

The undersigned further proposes: to act as the Principal Investigator and to provide all labor, supplies, permits, new and current materials, transportation and equipment required to perform the Services set forth in the attached Proposals: 1) Lake Monitoring, Restoration and Management Plan (Exhibit A) and 2), Water Quality Assessment (Exhibit B); and shall be compensated as set forth in the Proposals for services rendered under this agreement, and to complete the work as outlined in this Agreement including the Huron-Clinton Metropolitan Authority Standard Terms and Conditions of Services of \$25,000 or Less, (together, the Contract Documents), all of which are incorporated in full into this Agreement by reference. No provision or condition of the undersigned’s Proposal shall conflict with the Contract Documents. Any portion of the undersigned’s Proposal purporting to include provisions or conditions in conflict with the Contract Documents shall be ineffective.

This Agreement constitutes the entire agreement. This agreement may be amended, changed, or supplemented only by written agreement executed by both parties hereto.

If any term or provision of the Agreement or the application thereof to any person or circumstances shall to any extant, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

SIGNED AND SEALED THIS 15 DAY OF JUNE, 2016.

BY:   
Signature of Authorized Representative

TITLE: President

**LEGAL STATUS** (To be completed by Authorized Representative)

(√) A Corporation, duly organized and doing business under the laws of the State of Michigan, for whom any one of the following persons is authorized to execute Contracts and other legal documents:

<u>NAME</u>	<u>TITLE</u>
<u>G. Douglas Pullman</u>	<u>President</u>
Federal Tax I.D. Number:	<u>38-2986745</u>

( ) Michigan institution of higher education ("Community College/University"):

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
Federal Tax I.D. Number:	_____

( ) An Individual or Partnership whose signature is affixed to this Proposal:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
Federal Tax I.D. Number	
or Social Security Number:	_____

**PROPOSAL ACCEPTANCE**

ON BEHALF OF:  
HURON-CLINTON METROPOLITAN AUTHORITY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

# Aquest

*Aquest Corp ~ 540 Trinity Lane N, 4013 ~ Saint Petersburg, FL 33716 ~ aquest@mac.com*

A PROPOSAL FOR SERVICES RELATED TO THE MONITORING, MANAGEMENT PLANNING AND STUDY OF  
**STONY LAKE**

Primary Work Elements and Responsibilities:

- I. Studies, Monitoring, Planning, and Reporting, Vegetation Survey and Mapping, entire lake, two complete survey minimum, three checks, approx. dates: May, June, July, August, September
- Planning and Reporting. Submission of Updated and LakeScan™ analysis and lake management plan, Presentation of plan.
- Management Plan Administrative (Prescriptive) Services, Specify and evaluate the outcomes associated with the application of herbicides to Kent Lake. Assist in Permit Procurement.

## **ANALYTICAL AND SAMPLING PROTOCOLS**

All analysis and surveys will be performed in strict conformance with currently accepted methods and techniques that are most relevant to the proposed study (EPA, APHA, or better).

## **CONTRACT TERMS AND CONDITIONS**

Terms and Conditions of this agreement

## **INSURANCE AND LIMITS OF LIABILITY**

The primary investigator shall maintain general liability insurance during the performance of the tasks outlined in the agreement.

## **PAYMENT**

The Huron Clinton Metropolitan Authority shall pay the following to the primary investigator for completing the services described herein.

Studies, Monitoring, Planning, and Communications	\$4,590
Total Cost	\$4,590

Payment shall be made according to the following schedule:

- |            |                 |
|------------|-----------------|
| A. \$2,295 | Due 01-Aug-2016 |
| B. \$2,295 | Due 01 Dec 2016 |


Additional Service Options and Cost Estimates (at additional cost)

Meetings - \$125 per hour plus \$0.95 per mile travel expense

Workshops - 1/2 day, various topics, limited number of handouts, \$1,200 ea. (typical)

Other Services \$125 per hour

Submitted: 06/15 /2016

  
 G. Douglas Pullman, President  
 Aquest Corporation

Accepted: \_\_\_\_\_

\_\_\_\_\_  
 George Phifer, Director, Representative  
 Huron Clinton Metropolitan Authority

## Exhibit B

# Aquest

Aquest Corp ~ 540 Trinity Lane N, 4013 ~ Saint Petersburg, FL 33716 ~ [aquest@mac.com](mailto:aquest@mac.com)

A PROPOSAL FOR SERVICES RELATED TO THE MONITORING, MANAGEMENT PLANNING AND STUDY OF THE STATUS OF PELAGIAL COMMUNITIES IN

## STONY LAKE

### Primary Work Elements and Responsibilities:

- I. Studies, Monitoring, Planning, and Reporting, and Plankton Sampling, entire lake, one August sampling event
- Planning and Reporting. Submission of Updated and LakeScan™ analysis and algae plan, Presentation of plan.
- Management Plan Administrative (Prescriptive) Services, Specify and evaluate the outcomes associated with the application of algacides to Kent Lake. Assist in Permit Procurement.

### **ANALYTICAL AND SAMPLING PROTOCOLS**

All analysis and surveys will be performed in strict conformance with currently accepted methods and techniques that are most relevant to the proposed study (EPA, APHA, or better).

### **CONTRACT TERMS AND CONDITIONS**

Terms and Conditions of this agreement

### **INSURANCE AND LIMITS OF LIABILITY**

The primary investigator shall maintain general liability insurance during the performance of the tasks outlined in the agreement.

### **PAYMENT**

The Huron Clinton Metropolitan Authority shall pay the following to the primary investigator for completing the services described herein.

Studies, Monitoring, Planning, and Communications	\$1,200
Total Cost	\$1,200

Payment shall be made according to the following schedule:

C. \$600	Due 01-Aug-2016
D. \$600	Due 01 Dec 2016


Additional Service Options and Cost Estimates (at additional cost)

Meetings - \$125 per hour plus \$0.95 per mile travel expense

Workshops - 1/2 day, various topics, limited number of handouts, \$1,200 ea. (typical)

Other Services \$125 per hour

Submitted: 06/15 /2016

  
G. Douglas Pullman, President  
Aquest Corporation

Accepted: \_\_\_\_\_

\_\_\_\_\_  
George Phifer, Director, Representative  
Huron Clinton Metropolitan Authority

**HURON-CLINTON METROPOLITAN AUTHORITY  
STANDARD TERMS AND CONDITIONS  
FOR CONTRACTS FOR SERVICES OF \$25,000 OR LESS**

---

This provisions of these Terms and Conditions (the "T&Cs") of Huron-Clinton Metropolitan Authority ("HCMA") shall apply to all contracts, purchase orders, agreements, or other arrangements with any contractor (a "Contractor") for the provision of services with a value of \$25,000 or less (an "Agreement"), notwithstanding any statement or provision in the Agreement to the contrary. By entering into an Agreement with HCMA, the Contractor agrees to abide by these Terms and Conditions.

**A. INDEMNIFICATION, RELEASE, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.**

1. Indemnification and Release. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined below) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in these T&Cs are in excess and over and above any valid and collectible insurance rights/policies. During the term of the Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

The term "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

2. Limitation of Liability. Neither Party shall be liable to the other for any amounts representing loss of profit, loss of business, or other incidental, consequential or punitive damages of the other Party under this Agreement.
3. Disclaimer of Warranties. HCMA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE HCMA, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THE AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE HCMA AS PROVIDED HEREIN.

**B. DISPUTE RESOLUTION.** Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:

1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.
3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

**C. INSURANCE:** The Contractor, or any of their sub-Contractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor and any sub-Contractor shall procure and maintain the following insurance coverage:

1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Liquor Liability Insurance for events where alcohol is served, coverage with limits of liability not less than \$4,000,000 per occurrence and aggregate.
5. Professional Liability, for contracts where professional services are rendered, in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this agreement.
6. Limits of Liability referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.



7. Additional Insured: Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be *Additional Insureds*: HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.
8. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: HCMA, attention Executive Director.
9. Proof of Insurance Coverage: The Contractor shall provide HCMA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
10. Commercial Property Insurance: The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
11. General Insurance Conditions: The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions:
  - a. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
  - b. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA;
  - c. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to (Your Entity) at least ten (10) days prior to the expiration date.

#### **D. TERMINATION, AMENDMENTS.**

1. Termination. HCMA may terminate and/or cancel the Agreement (or any part thereof) at any time during the term, any renewal, or any extension of the Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. HCMA may immediately terminate the Agreement for cause upon notice to Contractor if Contractor is in breach of the Agreement. The notice of breach shall include a statement of the facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice.

HCMA's sole obligation in the event of termination is for payment for actual Services rendered by the Contractor before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of the Agreement. HCMA shall not be obligated to pay Contractor any cancellation or termination fee if the Agreement is cancelled or terminated as provided herein.

Contractor may terminate and/or cancel the Agreement (or any part thereof) at any time upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

2. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to the Agreement must be in writing and agreed to by the Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

**E. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

1. Organization and Good Standing. The Contractor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.
2. Power and Authority. The Contractor has all requisite power to enter into the Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of the Agreement and the performance by the Contractor of its obligations hereunder have been taken. The Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
3. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under the Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
4. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
5. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of the Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.
6. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of the Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of the Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in the Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
7. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into the Agreement, it had a full opportunity to review the proposed services, and review all HCMA requirements and/or expectations under the Agreement. The Contractor is responsible for being adequately and properly prepared to execute the Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.

## F. GENERAL PROVISIONS

1. Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
2. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under the Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under the Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.

The term "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

3. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in the Agreement is intended to establish an employer-employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under the Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.
4. Non-Exclusive Agreement. No provision in the Agreement limits, or is intended to limit, in any way the Contractor's right to offer and provide its Services to the general public, other business entities, municipalities, or governmental agencies during or after the term of the Agreement. Similarly, the Agreement is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Contractor performs. Except as provided in the Agreement, the Agreement shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to HCMA.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – Stony Creek Master Plan  
Date: August 4, 2016

### **Action Requested: Motion to Approve**

That the Board of Commissioners' approve the Stony Creek Master Plan as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** Projects identified in the Master Plan will affect the Metroparks budget over the 10-year planning horizon; however, there is no immediate fiscal impact.

**Background:** The primary purposes of the Stony Creek Master Plan are: (1) to provide a comprehensive analysis of the Metropark in context with its location, recreational amenities, natural resources and patrons served; and (2) to provide an action plan framework for the park's use and development over the next 10 years. The master planning process for Stony Creek occurred from March through June 2016.

A Steering Committee of Metroparks staff was assembled to guide the planning process and meetings were held in early March and late April. Public meetings were held in early April and late May to gather input on park activities, facilities, and proposed projects.

An online questionnaire was available from March through June 2016 to gather opinions about Stony Creek and more than 600 responses were collected. A hard-copy questionnaire was also made available at the first public meeting and subsequently at the park office.

At the July 14, 2016 meeting, the Planning Department presented the draft Stony Creek Master Plan to the Board of Commissioners for review and comment. The draft was then posted to [www.metroparks.com/about-us/planning-department](http://www.metroparks.com/about-us/planning-department) from July 15 - July 29, 2016 for public review and comment. A flyer advertising the plan's availability online was developed and sent to Stony Creek operations staff for distribution to park visitors at the tollbooth.

Planning Department staff compiled comments received during the two-week review period and made necessary revisions in order to complete the final version of the master plan.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 502-16-673  
 Project Title: Approval – DTE Power Supply Relocation  
 Project Type: Capital Improvement  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: August 4, 2015

**Action Requested: Motion to Approve**

That the Board of Commissioners' (1) approve staff moving forward with DTE Energy Company (DTE) on project 502-16-673 to relocate the existing primary power supply to Lake St. Clair Metropark in the amount of \$265,000; (2) and approve a fund transfer for the project from the General Fund Balance as recommended by Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is an unbudgeted project; funding is available in Fund Balance.

**Scope of Work:** DTE would supply all labor, equipment and materials necessary to complete the project. The work includes the abandonment of the existing overhead power lines through the marsh, tree removal, installation of new power poles and overhead conductors from Jefferson Avenue along the north side of the exit lane of the boulevard and end at the existing switch house.

**Background:** The objective of relocating the main power supply to the park is to increase reliability, provide easier accesses for repairs, help protect the marsh and remove the potential for down powerlines on the existing natural trails. There is also an economic impact due to the loss of power at the park, particularly if the outage occurs on the weekend or during a special event. The park has estimated this loss at approximately \$171,586 for the period from July 2012 to June 2015.

In the past, Lake St. Clair Metropark has experienced down power lines on the nature trails. While relocating of the power lines will not all eliminate power outages, it will reduce the occurrence and aid in expediting repairs should it become necessary. The current power lines cut through the marsh and depending on the current water level may require a boat to facilitate the repair. In addition, while pruning trees helps to keep limbs from falling on the lines it does not address the marshy weak soils where the poles reside and the nearby trees that have overturned during storm events. The vehicles that complete the repairs also cause damage in the marsh from the staging and moving of equipment. The current poles in the marsh, which would be abandoned, will be cut to varying lengths and be used as habitat structures.

The main electrical lines that power all of the facilities at Lake St. Clair Metropark currently enter the park off Cherry Island Road, approximately 2,000 feet south of Metropolitan Parkway (16 Mile Road). From that entry point, these overhead lines then run northeast approximately 2,700 feet to the Lake St. Clair primary switch house.

The primary switch house is located along the service drive to the Nature Center. There is one primary meter for the entire park, which is located at the primary switch house. The power from the switch house is then split to the pad mounted switch gears by the activities building and parking lot. From the switch gear locations, individual transformers are fed to power the associated facilities.

The existing point source of power supplies the entire park which includes the administration building, maintenance facility, pool facility, squirt zone, adventure golf course, food service, Par 3 golf course, restroom facilities, two marinas, activity center, parking lot lighting, shelter rental area, Heart water lab, associated IT and computer systems, and the sewer lift stations which service the park.

During the summer, there are numerous special park events that include large fishing tournaments, weddings, overnight stays by boaters participating in the DNR statewide reservation system, as well as the many residents who frequent the park on a daily basis. The reliability of power for this area is essential for the operation of the 770-acre site as well as the local economy.

The current overhead power supply is located almost entirely within Point Rosa Marsh. Point Rosa Marsh is a Great Lakes coastal wetlands that is dominated by emergent vegetation, has high connectivity to Lake St. Clair, and is strongly influenced by wave action and water level fluctuations. Great Lakes Marshes are now considered rare and imperiled.

The Huron-Clinton Metroparks has received several grants through the U.S. EPA, NOAA (Great Lakes Restoration Initiative) and MDNR to restore the coastal Great Lakes Marsh Lake St. Clair Metropark. The purpose of these grants is to restore the marshland within the park and to provide enhanced wildlife habitat, including Lake St. Clair's important fisheries. More specifically, the goals of the restoration projects are to:

- Restore the hydrology of the wetland;
- Educate the public on the benefits of wetland, the importance of our coastal wetlands and the invasive species issues facing Lake St. Clair ecosystems;
- Augment current invasive species removal efforts; and
- Enhance existing habitat for native fauna, especially those that are rare, endangered or of special concern.

The presence of the overhead power lines have both current and possible future negative impacts to the existing wetland system, wildlife and restoration efforts currently underway.

More specifically:

- The current line alignment cuts through two areas of wooded wetland causing a fragmentation of the forest canopy. Isolated or fragmented forests typically support less biodiversity and are unable to support viable wildlife populations to the same extent of un-fragments systems.
- As the trees in this forest, continue to grow, the necessity of regular line clearance increases and the potential of tree failure causing power outages increases. Increased maintenance activity has the following potential effects:
  - Disturbance of the forest floor and opening of the forest canopy due to line clearance significantly increase the potential for infestation of those spaces by invasive species.
  - Disturbance to the wetland system during maintenance or repair activities increase the potential for oils/greases/hydraulic fluids from large equipment to contaminate water contained in the wetland.



- Disturbance to the marsh system slows restoration efforts due to ground/plant disturbance by equipment, slowing desirable wetland plant establishment, and increases the potential for infestation of disturbed areas by invasive species.
- Equipment maneuvering within the marsh system has the potential to negatively impact habitat and nesting activity of wetland bird and herptofauna species.
- The presence of overhead electrical lines within Point Rosa Marsh also:
  - Hinders wetland management activities, in particular prescribed burning, effecting control of invasive species.
  - Poses a potential hazard to patron and employees when downed wires have fallen across nature trails after a storm event.
  - Interferes with the natural viewscape of the marshland and nature area.

The Metroparks is a partner with Macomb County, Wayne State University, Oakland University and the Michigan Department of Environmental Quality (DEQ) in monitoring beaches in southeast Michigan with rapid testing equipment Located at the Lake St. Clair HEART Research Lab. The DEQ provided \$100,000 worth of equipment to HCMA and the HEART Research Lab to test beaches with a new method called quantitative polymerase chain reaction (QPCR) that measures the DNA of E. coli. The new technology is aimed to provide same-day notification of whether a beach is safe for swimming.

Power outages over the last several years have affected the operations at the HEART Research Lab by (1) impeding researchers from analyzing water samples from beaches in New Baltimore, St. Clair Shores, Belle Isle State Park and Lake St. Clair Metropark due to inoperable equipment; and ( 2) affecting critical research validating the QPCR methods due to loss of collected water samples from the various beaches which must remain refrigerated or frozen to be usable.

DTE and the Metroparks have a long history and have cooperated successfully on notable projects including – DTE’s SolarCurrents™ program. The Metroparks participates at two locations in the program, which aids in DTE’s renewable portfolio. One site is located at Huron Meadow’s golf course facility. DTE has installed solar panel to charge its golf course cart fleet. The second location is at Indian Springs Metropark. DTE was granted an easement in 2011 for a 2.7-acre site, which currently holds a 250-Kilowatt solar panel array that is directly connected to the electrical distribution system.

DTE and the Metroparks also worked together in 2012 when a tornado went through Dexter where the Metroparks provided the staging area for DTE and their contractors to restore power to the damaged area.

The agreement with DTE has been reviewed by Miller Canfield.

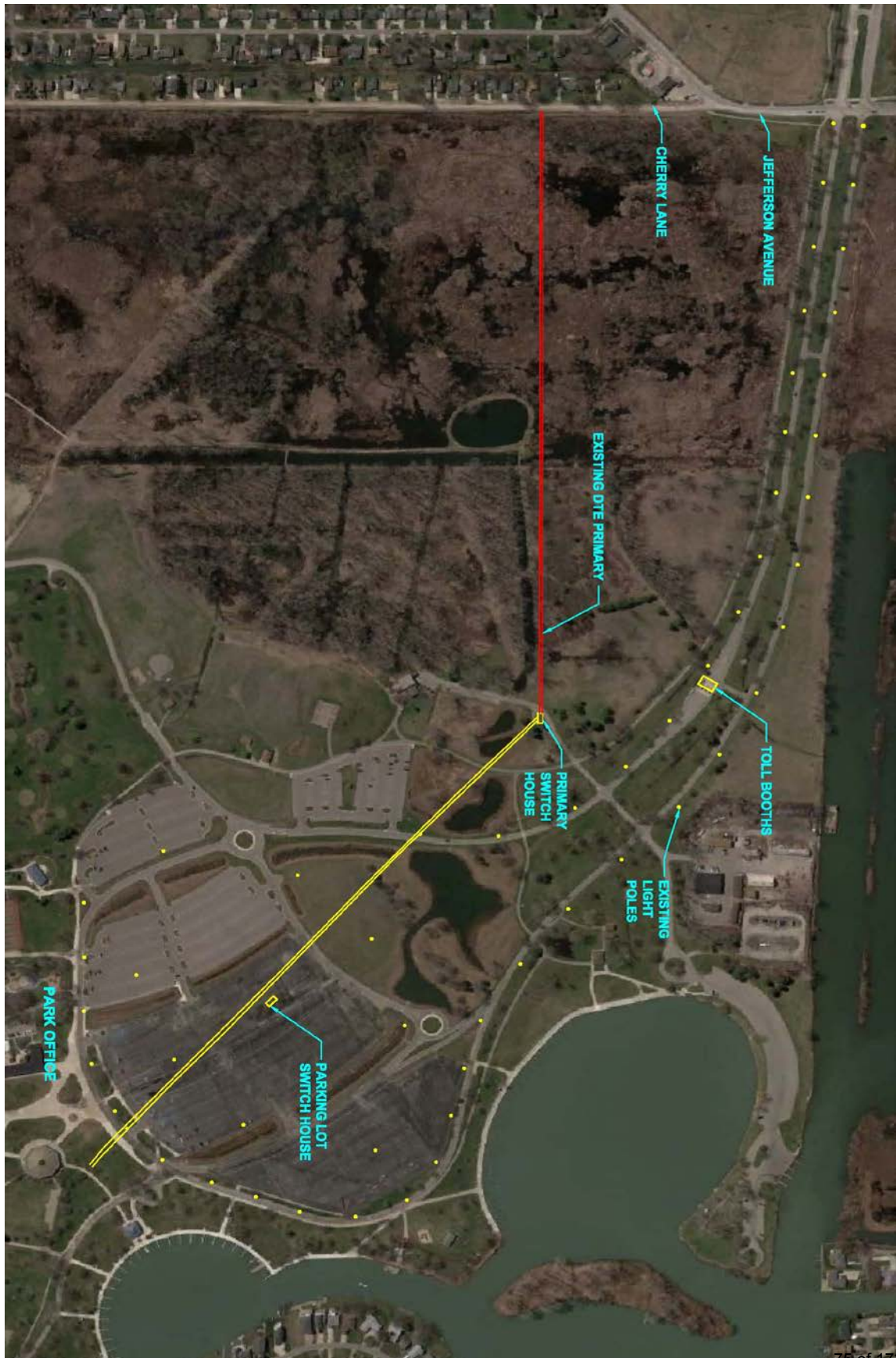
**Attachments:**            **Existing and Proposed Powerline Placement**  
                                 **Tree Removal Location**  
                                 **DTE Electric Transmission Line Relocation Agreement**





Lake St. Clair Metropark













# Existing and Proposed Power Lines



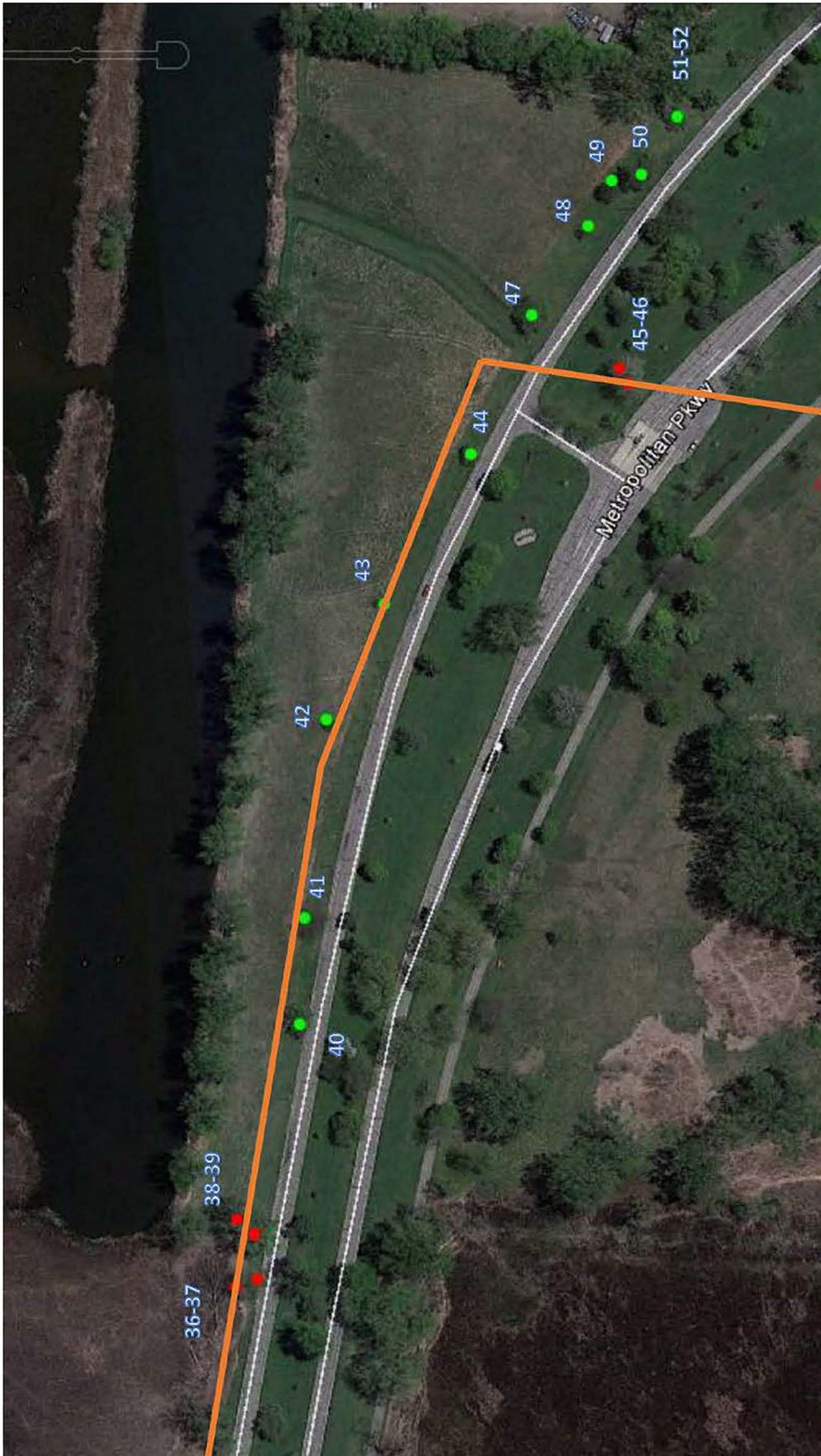


# Proposed Tree Removal Locations

6-B-1-b









## LAKE ST. CLAIR METROPARK ELECTRIC TRANSMISSION LINE RELOCATION AGREEMENT

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This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **Huron-Clinton Metropolitan Authority**, a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 ("HCMA"), and **DTE Energy**, a Michigan public utility corporation, whose address is One Energy Plaza Detroit, MI 48226 ("DTE"). In this Agreement DTE or HCMA may also be referred individually as "Party" or collectively as "Parties."

### 1.0 ACKNOWLEDGEMENTS

- 1.1 HCMA is the owner and operator of a regional metropolitan park system whose mission to provide park and recreational opportunities within the five-county region which includes Lake St Clair Metropark in Macomb County; and,
- 1.2 DTE Energy provides electrical service to Lake St Clair Metropark via an overhead transmission line beginning on Cherry Lane, 1900 feet south of the intersection of Jefferson Avenue and Metropolitan Parkway and continuing across Pointe Rosa Marsh and terminating at an HCMA owned and operated power distribution building; and,
- 1.3 The parties agree that the operation, maintenance and reliability of consistent electrical service is compromised due to the current route of the overhead transmission line through Pointe Rosa Marsh; and,
- 1.4 The parties desire to cooperate in the planning, funding and relocation of the overhead transmission line from Jefferson Avenue to the HCMA owned and operated power distribution building to help improve the operation, maintenance and reliability of electrical service.

NOW, THEREFORE, in exchange for their mutual promises set forth herein and subject to the terms and conditions set forth in this Agreement, the Parties agree as follows:

### 2.0 RESPONSIBILITIES OF THE PARTIES

- 2.1 DTE Energy Responsibilities
  - 2.1.1 DTE will provide all facility planning, design, engineering, project administration, construction supervision, labor, materials, equipment, and supplies required for the installation of a new overhead transmission line into Lake St Clair Metropark.
  - 2.1.2 DTE will construct a new overhead line into the Lake St. Clair Metropark, for fixed a fee of \$265,000, to be paid by HCMA prior to the beginning of design and construction.
  - 2.1.3 DTE will construct a new overhead line following the route as agreed upon at the 6/16/2016 site meeting between the HCMA and DTE Energy, and which generally follows the north side of Metropolitan Parkway entering Lake St. Clair Metropark and as further described in [Exhibit A](#).
  - 2.1.4 DTE Energy will clearly stake all pole locations and required tree removals prior to beginning construction for final review and approval by HCMA, and for memorializing the appropriate easements.
  - 2.1.5 DTE will remove and dispose of all trees necessary for the installation and operation of the new overhead transmission line. Tree removals do not include the removal of associated tree stumps.

- 2.1.6 DTE Energy will not remove, nor injure the 40" elm tree located on the northeast corner of Jefferson Avenue and Metropolitan Parkway that the HCMA wishes to retain, but will however follow the alternative route for the transmission line as agreed upon.
  - 2.1.7 Once construction of the new line is completed, DTE will work with the HCMA electrical contractor to coordinate the disconnection of the existing electrical service, and energizing of the new electrical service line into the HCMA power distribution building.
  - 2.1.8 DTE will remove all existing overhead conductors and pole top equipment from the old transmission line from the existing point of entry to the HCMA power distribution building, and will top cut all of the poles to a height prescribed by the HCMA.
  - 2.1.9 The ownership of the presently existing poles, along any and all appurtenances and attachments thereto, and any and all property easements ("Right of Way") or rights of access previously granted to DTE both recorded and unrecorded, will be transferred to HCMA for a fee of \$1.00.
  - 2.1.10 DTE will collaborate with HCMA to establish an ecologically friendly use for the transferred poles (i.e. bat houses, osprey nests, wood duck boxes), and will fund up to \$1000 in materials and supplies in support of this effort.
  - 2.1.11 DTE will provide an in-kind donation of 16 man hours (2 man crew, 8 hours) of Local 17 labor (if needed) to assist HCMA with the installation of the equipment discussed in item 2.1.10. This work will be initiated in a mutually agreeable time frame.
  - 2.1.12 DTE Energy will provide HCMA assistance in the evaluation and installation requirement of a new roadway light design along Metropolitan Parkway within Lake St. Clair Metropark for HCMA's consideration.
- 2.2 Huron-Clinton Metropolitan Authority Responsibilities
- 2.2.1 HCMA agrees to pay DTE the sum of \$265,000 for the installation of a new electric transmission line along the agreed upon route on Metropolitan Parkway within Lake St. Clair Metropark. Said payment shall be made prior to the commencement of design and construction.
  - 2.2.2 HCMA will grant DTE a permanent easement ("Right of Way") for the sole purpose of the construction, operation and maintenance of the agreed upon overhead electric transmission line as outlined above and as further described in Exhibit A, and subject to the terms and conditions of an approved overhead easement agreement (Exhibit B).
  - 2.2.3 HCMA agrees to remove all stumps generated from the tree removal process required for the new overhead transmission line installation. Stump removal will be completed to the extent acceptable to the HCMA and at the sole expense of the HCMA.
  - 2.2.4 The HCMA will be responsible for removing all existing roadway lighting owned and operated by the HCMA along the newly proposed route.
  - 2.2.5 HCMA will collaborate with DTE to establish an ecologically friendly use for the transferred poles (i.e. bat houses, osprey nests, wood duck boxes), and will provide staff expertise in transitioning the poles into habitat structures.



### 3.0 GENERAL CONDITIONS

#### 3.1 General Conditions:

- a. This Agreement sets forth the entire Agreement between the Parties and supersedes any prior understandings or agreements. Amendment or modification of this Agreement shall be in writing signed, dated and approved by all Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party, as all Parties have participated in the drafting of this Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- b. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.
- c. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
- d. All of the privileges and immunities from liability, which apply to the activity of officers, agency, or employees of any public agency when performing their respective functions, shall apply to the same degree and extent to the performance of such functions, services and duties under this Agreement. Furthermore, the Parties believe that their performance of services and duties pursuant to this Agreement will be in the exercise or discharge of a governmental function.
- e. The recitals shall be considered an integral part of the Agreement.
- f. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any third party beneficiary, individual or legal entity.
- g. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement.
- h. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- i. Absent a written waiver, no fact, failure or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DTE ENERGY**

By: \_\_\_\_\_

**DTE ENERGY**

By: \_\_\_\_\_

**HURON-CLINTON METROPOLITAN AUTHORITY**

By: \_\_\_\_\_  
George Phifer, Director

EXHIBIT A

Proposed new DTE line alignment





**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Project Title: West Beachfront and Playground Redevelopment Project  
Location: Lake St. Clair Metropark, Macomb County  
Date: August 4, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' accept the proposal from Anderson, Eckstein, and Westrick, Inc. for professional design services in the amount of \$23,950 as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** This is a 2016-budgeted project.

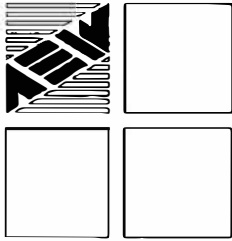
**Background:** At the July 14, 2106 Board meeting, commissioners approved the contract termination for design services with Johnson Hill Land Ethics Studio (JHLE) for the Lake St. Clair West Beachfront and Playground Redevelopment Project due to the high cost estimated for design changes requested.

Anderson, Eckstein, and Westrick, Inc. (AEW) responded to the initial request for proposals in late 2014 and provided the second-lowest cost estimate. Metroparks staff met with representatives from AEW on July 7, 2016 to gauge the firm's interest in completing the design, bidding and construction management for the project.

AEW staff demonstrated interest and provided a proposal for which staff is seeking approval. The cost estimate for design services falls within a range of \$21,782 at the lowest end to \$25,445 at the highest end, to account for any additional hours that might be required from AEW staff.

**Attachment: AEW Design Services Proposal**





## ANDERSON, ECKSTEIN AND WESTRICK, INC.

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

July 22, 2016

Huron-Clinton Metropolitan Authority  
Mike Brahm-Henkel  
13000 High Ridge Rod  
Brighton, MI 48114

Reference: **Proposal for Professional Services**  
Lake St. Clair Metropark  
Play Area and West Side Redevelopment

Dear Mr. Brahm-Henkel:

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

### Understanding of the Project

On July 7, 2016 we met with you and Nina Kelly to discuss the design of the play area and west side redevelopment at the Lake St. Clair Metro Park. Per our discussion this project was originally awarded to Johnson Hill, in which they completed the design and bidding services of the contract. Upon completion of the bid opening the Huron Clinton Metro Authority did not award the project due to higher than expected costs. Additionally, some members of the board visited the site to evaluate the existing conditions and proposed construction. During this time the board requested that all existing mature tree remain and that the existing elevated boardwalk remain.

Using the selected playground equipment previously bid we have been requested to complete a new schematic layout of the playground areas designed to preserve the existing mature trees, revise the existing design engineering plans, revise the bidding documents and complete certain aspects of the contract and construction management.

It is our understanding that the HCMA will provide our office digital documents for the bid design plans (AutoCAD files) and the bid specifications (Microsoft Word files). Also as part of the scope of this project there will be no work on the elevated boardwalk at this time.

The following design schedule is proposed based on the anticipated date of authorization:

<u>Task Description</u>	<u>Timeframe</u>
Pre-Design Meeting	Week 1
Concept Design	Week 3
Concept Design Meeting	Week 4
Owner Approval	Week 5
90% Design Plan	Week 7
Owner Approval	Week 8
Final Drawings and Specifications	Week 12



Mike Brahm-Henkel

July 22, 2016

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### **Services to be Provided**

Based upon our meeting with you on July 7, 2016, the following services will be provided by AEW and HCMA as listed below.

#### Design Phase

AEW will;

- Attend a kick off meeting at Lake St. Clair Metropark. During this meeting we will complete a site visit of the proposed playground area to document the site conditions. With the HCMA assistance we will also determine the footprint of the project.
- Complete schematic design drawings of the conceptual layout of the playground area. This concept will preserve the existing mature trees.
- Attend three additional meetings with the HCMA staff at Lake St. Clair Metropark. The intent of these meetings will be to review and comment on the schematic design drawings, 90% design drawings and the final drawings and specifications.
- Complete 90% design drawing and submit to the HCMA for review.
- Submit design drawings the Macomb County Office of Public Works for soil erosion approval.
- Submit design drawings to Harrison Township for review and approval.
- Provide final signed and sealed design drawings and specification by an Engineer licensed in the State of Michigan.
- Modify the existing cost estimate with revised site layout.
- Provide reproducible copies of construction documents to HCMA, hard copy and electronic.
- Maintain notes or minutes of design progress meetings

HCMA will;

- Reimburse AEW for agency fees required for permitting.
- Provide bid drawings previously complete by Johnson Hill in AutoCAD format.
- Provide its standard and special provision specifications previously complete by Johnson Hill in Microsoft Word format.
- Provide design and construction documents for other site development items and utilities for incorporation into construction documents.
- Prepare front-end documents, including advertisement, general conditions, supplemental GCs, Division 1 documents, bond forms and related items.

#### Bidding Phase

AEW will;

- Prepare addenda and answer bidder's technical questions as necessary.
- Consultant to review low bidder's qualifications, provide recommendation for award, and attend the Board of Commissioner's meeting if requested.

HCMA will;

- Coordinate public advertisement for bids through several construction reporting outlets.





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- Assemble contract documents and prepare them for distribution.
- Coordinate the distribution of bidding documents to bidders and coordinate the maintenance of plan holders lists.
- Coordinate the distribution of addenda to plan holders.
- Receive sealed bids, publicly open bids, read them aloud, and prepare bid tabulation

#### Construction Phase

AEW will;

- Provide design office support and review contractor pricing for change orders.
- Attend two site meetings during construction.
- Assist in preparation of pre-approval punch lists and final walk-through

HCMA will;

- Provide contract administration, the site resident engineer and daily construction inspection services.
- Prepare Bulletins, respond to Requests for information, review Submittals, write and process change orders.
- Prepare construction pay estimates.

#### **Additional Services Available**

The following services are available but not included in this proposal.

- Construction observation
- Construction administration and draw request approvals
- Construction staking
- As-built field work and plan preparation
- Site lighting plans or details

#### **Services Not Provided**

Material testing, environmental testing, geotechnical investigations, and wetlands delineation are outside the scope of services that AEW can provide. We will gladly coordinate these services when requested, to be performed by outside consultants as selected by the Client.

#### **Responsibilities of the Client**

The Client shall provide our office AutoCAD plans and specifications in Microsoft Word format of the Lake St. Clair Metropark – Play area and West Side Redevelopment project. Additionally, the Client shall provide our office other relevant site information that would assist in the design efforts.

#### **Fee for Professional Services**

The following fees will be on a lump sum (fixed fee) basis not to exceed.

Design Phase	\$18,250
Bidding Phase	\$1,750
Construction Phase	<u>\$3,950</u>
<b>TOTAL</b>	<b><u>\$23,950</u></b>



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During the design phase of the project it may be discovered that additional topographic survey may be required. If additional topographical survey is required we will coordinate this with your office to complete these services.

Any additional services will be provided on an hourly basis according to our rate schedule effective for the period in which the work is performed. We have attached our current hourly rate schedule as part of this proposal; this schedule is revised effective January 1 of each year and is considered an amendment to the proposal at that time.

This proposal does not include revisions to the plans due to changes in the project presented by the Client or his representative once engineering work has begun.

#### **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, after which a time price differential charge of 1% per billing cycle (13% annually) will be added to the outstanding balance. There are no mileage expenses required. Travel time is charged portal to portal. Failure to pay invoices promptly can result in suspension of the work and revision of the completion schedule by the Engineer.

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.

If the Client fails to make payment when due or is otherwise in breach of this contract, AEW may suspend performance of services upon five (5) calendar days' notice to the Client. AEW shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this contract by the Client.

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).

In recognition of the relative risks, rewards, and benefits of the project to both the Client and AEW, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEW's total liability to the Client for any and all injuries, claims, losses, expenses, damages,



Mike Brahm-Henkel  
 July 22, 2016  
 Page 5

or claim expenses arising out of this agreement from any cause or causes, shall not exceed the compensation received by AEW under this agreement.

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.

### Opinions of Probable Cost

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that AEW has no control over the cost of labor, materials, equipment, or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

### Execution of the Agreement


We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures for our use.

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

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

  
 \_\_\_\_\_  
 Kyle M. Seidel, PE  
 Senior Project Engineer

\_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Stephen V. Pangori, PE  
 Executive Vice President

\_\_\_\_\_  
 Printed Name, Title

\_\_\_\_\_  
 Date

Enclosure: Current Hourly Rate Schedule, Estimated Hour Summary

**EXHIBIT "A"****DISCOUNTED HOURLY CHARGE RATES**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY CHARGE RATE</u></b>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 148.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	135.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	122.00
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	100.00
TEAM LEADER	100.00
ENGINEERING AIDE III	84.00
ENGINEERING AIDE II	75.00
ENGINEERING AIDE I	67.00
ENGINEERING AIDE TRAINEE	49.00
SECRETARIAL (Special Projects)	41.00
SURVEY FIELD (3 PERSON CREW)	202.00
SURVEY FIELD (2 PERSON CREW)	169.00
SURVEY FIELD (1 PERSON CREW)	132.00
CONFINED SPACE ENTRY CREW (2 PERSON)	195.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	65.00
DATA COLLECTOR (SURVEY CREW)	28.00
GPS SURVEY EQUIPMENT	70.00

EFFECTIVE JANUARY 2016 AND  
 UPDATED ANNUALLY TO REFLECT CPI.

<b>HCMA Lake St. Clair Metropark - New Play Area</b>						
<b>Task</b>	<b>Person</b>	<b>Hours (Low)</b>	<b>Hours (High)</b>	<b>Hourly Rate/hr.</b>	<b>Total (Low)</b>	<b>Total (High)</b>
<b>Design Phase</b>						
Kick Off Meeting (At Lake St. Clair Metro Park)	Kyle Seidel	4	4	\$ 132	\$ 528	\$ 528
Periodic Meetings 3-meetings (At Lake St. Clair Metro Park)	Kyle Seidel	12	12	\$ 132	\$ 1,584	\$ 1,584
Schematic Design Drawings (Assumes first SD Drawing is approved)	Kyle Seidel	5	6	\$ 132	\$ 660	\$ 792
	Jason Arlow	3	4	\$ 132	\$ 396	\$ 528
	Brett McDonald	22	24	\$ 97	\$ 2,134	\$ 2,328
	CAD	36	40	\$ 81	\$ 2,916	\$ 3,240
90% Design Plans (Permitting SE, Harrison Twp)	Kyle Seidel	4	6	\$ 132	\$ 528	\$ 792
	Jason Arlow	4	6	\$ 132	\$ 528	\$ 792
	Brett McDonald	28	30	\$ 97	\$ 2,716	\$ 2,910
	CAD	12	16	\$ 81	\$ 972	\$ 1,296
Final Drawings and Technical Specification	Kyle Seidel	2	3	\$ 132	\$ 264	\$ 396
	Jason Arlow	2	3	\$ 132	\$ 264	\$ 396
	Brett McDonald	10	12	\$ 97	\$ 970	\$ 1,164
	CAD	12	14	\$ 81	\$ 972	\$ 1,134
Oversight	Steve Pangori	2	3	\$ 144	\$ 288	\$ 432
Engineer Plan Review	TBD	5	6	\$ 119	\$ 595	\$ 714
<b>Design Phase Total</b>					<b>\$ 16,315</b>	<b>\$ 19,026</b>
<b>Bidding Phase</b>						
Attend Bid Opening	Kyle Seidel	3	4	\$ 132	\$ 396	\$ 528
Recommendation of Award	Brett McDonald	3	4	\$ 97	\$ 291	\$ 388
Misc. Coordination	Kyle Seidel	2	3	\$ 132	\$ 264	\$ 396
	Jason Arlow	2	3	\$ 132	\$ 264	\$ 396
	Brett McDonald	2	3	\$ 97	\$ 194	\$ 291
<b>Bidding Phase Total</b>					<b>\$ 1,409</b>	<b>\$ 1,999</b>
<b>Construction Phase</b>						
Construction Support	Kyle Seidel	1	2	\$ 132	\$ 132	\$ 264
Review Contractor Pricing	Kyle Seidel	1	2	\$ 133	\$ 133	\$ 266
Monthly Meetings (2 Meetings)	Kyle Seidel	8	8	\$ 132	\$ 1,056	\$ 1,056
	Jason Arlow	8	8	\$ 135	\$ 1,080	\$ 1,080
	Brett McDonald	8	8	\$ 97	\$ 776	\$ 776
Punch List	Kyle Seidel	3	3	\$ 132	\$ 396	\$ 396
	Brett McDonald	5	6	\$ 97	\$ 485	\$ 582
<b>Construction Phase Total</b>					<b>\$ 4,058</b>	<b>\$ 4,420</b>
<b>Total All Phases</b>					<b>\$ 21,782</b>	<b>\$ 25,445</b>



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Manager of Engineering Mike Brahm-Henkel  
Subject: Approval – Trail Easement Agreement  
Location: Wolcott Mill Metropark, Macomb County  
Date: August 4, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners; authorize staff to work towards a formal easement agreement with Ray Township for the construction of a continuous pedestrian, horse and wagon trail between the Wolcott Farm and Historic Center as recommended by Manager of Engineering, Mike Brahm-Henkel and staff.

**Background:** Staff has had preliminary discussions with Ray Township officials to see if they would be agreeable to an easement for a trail that would cross approximately 453 feet across the east side of township property.

Initial discussions indicate that Ray Township is agreeable; however, the terms of the agreement will have to be worked out by both parties. This section is necessary in order to provide for a continuous trail from Wolcott Farm to the Historic Center. It is necessary to use the Townships property due to the topography in that area.

Miller Canfield has reviewed the draft easement.

**Attachments: Proposed Easement Location  
Proposed Easement Agreement**





# FARM CENTER TO HISTORIC CENTER HORSE DRAWN WAGON TRAIL

WOLCOTT MILL METROPARK

JULY 8, 2016

NORTH



FARM CENTER

FARM CENTER ENTRANCE

PROPOSED TRAIL

30 MILE

30 MILE UTILITY CORRIDOR

HCMA PROPERTY

WEST BRANCH OF CLINTON RIVER

HCMA

HCMA

HCMA

PROPOSED EASEMENT

RAY TOWNSHIP PARK

DROP OFF AREA

INDIAN TRAIL

HISTORIC CENTER

KUNSTMAN ROAD

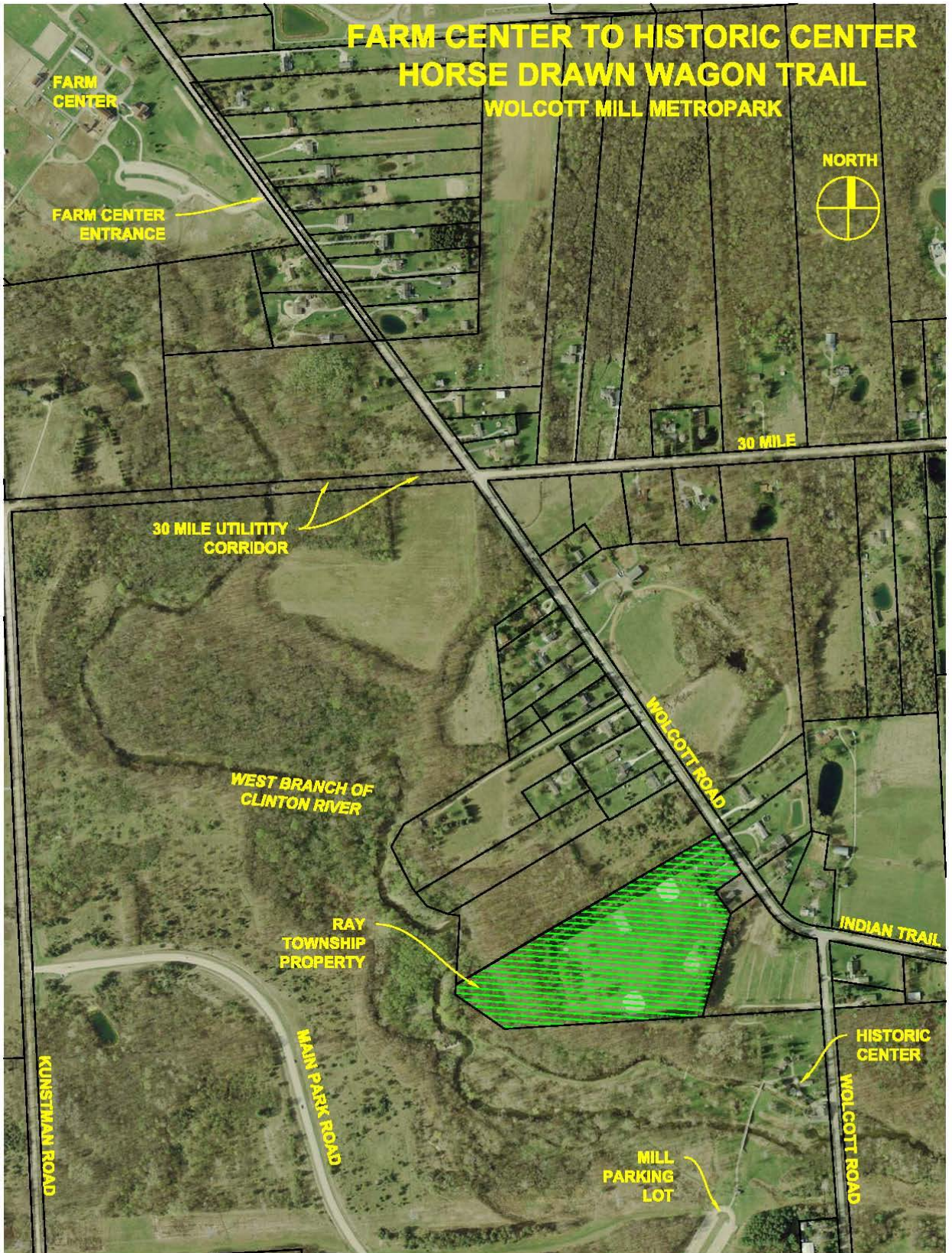
MAIN PARK ROAD

PROPOSED WAGON TRAIL  
15' WIDE, 1.3 MILES LONG, 50' MINIMUM FROM TOP OF BANK

MILL PARKING LOT

WOLCOTT ROAD







## TRAIL EASEMENT AGREEMENT

---

**THIS EASEMENT AGREEMENT** made this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016, by and between the **CHARTER TOWNSHIP OF RAY**, a Michigan charter township (“Township”), 64255 Wolcott, Ray, MI 48096; and **HURON-CLINTON METROPOLITAN AUTHORITY** (“Authority”), a public body corporate of the State of Michigan, 13000 High Ridge Drive, Brighton, MI 48114.

### RECITALS:

WHEREAS, Ray Township is the owner of certain property described on the attached Exhibit A (the “Township Parcel”) which is adjacent to and contiguous with the HCMA Parcel on which HCMA proposes to construct a trail for pedestrian, horse, and wagon traffic consisting of an aggregate pathway; and

WHEREAS, HCMA has requested from the Township, and the Township has agreed to grant to HCMA an easement for a 15’ wide path on the Township Parcel as described on the attached Exhibit A (the “HCMA Easement Area”) so that the proposed trail on the HCMA Parcel can connect across the Township parcel and connect to the adjacent HCMA parcel to provide a continuous trail. The HCMA Easement Area shall include such construction easements on, over and across the Township Parcel as may be necessary by HCMA to complete the installation, maintenance and repair of said improvements.

NOW, THEREFORE, for and in consideration of \$1.00 and the mutual covenants contained herein and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Permanent Easement. The Township hereby grants to HCMA a non-exclusive easement for the installation, maintenance, repair, replacement and operation of a pedestrian, horse, and wagon trail and related improvements on, over and across the HCMA Easement Area located within the Township Parcel as shown on the attached Exhibit A, subject to the terms of the Township Easement.

2. Construction Access Easement. The Township also grants to HCMA and the HCMA Parcel a non-exclusive construction access easement on, over and across the Township Parcel for the purpose of installing initially and thereafter repairing, replacing and maintaining the trail improvements created by paragraph 1 hereof, all subject to the terms and conditions of the Township Easement.

3. Abandonment Rights. HCMA reserves the right at any time to abandon the easements granted it pursuant to the terms hereof by providing at least ninety (90) days advance written notice to the Township of such intent to abandon. In the event such notice is given, this easement will terminate on the date so stated and HCMA may execute and record an acknowledgement of such termination. In the event HCMA elects to terminate this easement, it shall, at HCMA’s sole cost remove the trail improvements reasonably restore the area and improvements so affected.

4. Maintenance and Repair. During the term of this easement, HCMA at its sole cost shall maintain, repair and replace the HCMA trail improvements installed by the HCMA on the Township Parcel in a good condition and repair. Each party agrees to provide written notice to the other of the need for repairs on the improvements owned by it promptly upon discovering the need therefor.

5. Eminent Domain. No taking under the power of eminent domain and no deed or grant in connection with or contemplation of such taking shall be deemed or construed to be a violation of any of the provisions of this instrument or of any of the rights herein granted or conferred, or a termination hereof, and the easements granted pursuant to this Agreement shall remain in full force and effect with respect to those portions of the Easement lands as remain unaffected by such eminent domain proceeding, unless the actual effect of such taking is to nullify or undermine the express purposes of the easements granted pursuant to this Agreement.

6. Binding on Successors and Assigns. This Agreement is intended to and shall run with the land, and shall be both a burden and a benefit to the Township Parcel and bind and inure to the benefit of the HCMA and the Township and their successors and assigns.

7. Amendment; Termination. No termination, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing signed by the parties.

8. Authority. Each party represents and warrants to the other that it has the full right, power and authority to enter into this Agreement.

9. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

10. Severability. The provisions of this instrument are severable. If any section, paragraph, sentence or provision hereof shall be determined to be invalid or unenforceable, it shall not affect the validity of any remaining provisions herein and all remaining provisions shall be given full force and effect separately from the invalid or unenforceable section, paragraph, sentence or provision, as the case may be.

11. Captions. The captions in the section headings are for the convenient reference only and in no way define, describe or extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

13. No Public Dedications. Except as otherwise expressly provided herein, the easement rights granted hereunder are not intended, nor shall it be construed, to create any rights in or for the benefit of the general public or as an offer of public dedication.

14. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States mail, as certified mail, return receipt request, postage prepaid, and addressed to the party to whom the notice, request or other communication is to be given or by Federal Express or other reputable overnight delivery service which provides for a receipt upon delivery or via facsimile provided a copy of same is delivered via either of the other two methods of delivery as referenced above. All such notices shall be given at the addresses set forth above (or such other address which any party may designate for itself from time to time hereafter by written notice to the other).



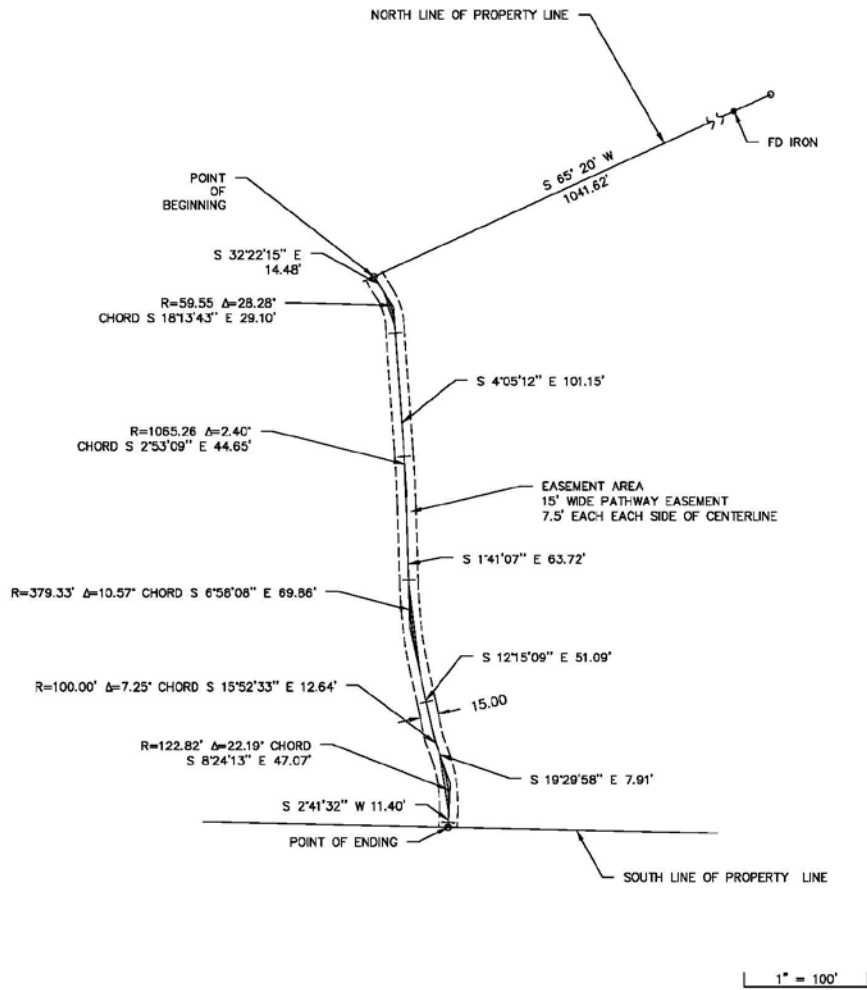
**EXHIBIT A**  
**Easement Area**

**PATHWAY EASEMENT:**

a 15 foot wide strip of land located in and being part of the North  $\frac{1}{2}$  of Section 16, Township 4 North, Range 13 East, Ray Township, Macomb County, Michigan more particularly described as follows: A 15 foot wide strip of land the centerline described as: Commencing at the Northeast corner of a parcel of land described in Liber 07774, Pages 378-380, Macomb County, Michigan, Register of Deeds: Thence S 65°20' W 1041.62 feet along the Northerly line of said parcel to the Point of Beginning; Thence S 32°22'15" E 14.48 feet to a curve to the right, radius 59.55 feet, central angle 28.28°, whose long chord bears S 18°13'43" E 29.10 feet; Thence S 4°05'12" E 101.15 feet to a curve to the right, radius 1065.26 feet, central angle 2.40°, whose long chord bears S 2°53'09" E 44.65 feet; Thence S 1°41'07" E 63.72 feet to a curve to the left, radius 379.33 feet, central angle 10.57°, whose long chord bears S 6°58'08" E 69.86 feet; Thence S 12°15'09" E 51.09 feet to a curve to the left, radius 100.00 feet, central angle 7.25°, whose long chord bears S 15°52'33" E 12.64 feet; Thence S 19°29'58" E 7.91 feet to a curve to the right, radius 122.82 feet, central angle 22.19°, whose long chord bears S 8°24'13" E 47.07 feet; Thence S 2°41'32" W 11.40 feet to the southerly line of said parcel and the Point of Ending.



# EXHIBIT A



Easement Sketch for Shared use Trail  
 Ray Township, Michigan  
 Section 16 Town 4 North, Range 13 East  
 Macomb County, Michigan

DATE 6-7-16  
 DRAWN BY MBH CHECKED BY JRC  
 SHEET 1 OF 1

JEFFERY R. CHANDONNET  
 LICENSED SURVEYOR  
 MICHIGAN NO. 34971

HURON-CLINTON METROPOLITAN AUTHORITY  
 13000 HIGH RIDGE DRIVE, BRIGHTON, MI, 48114





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 509-16-534  
 Project Title: Bids – Golf Course Cart Path Reconstruction  
 Project Type: Capital Improvement  
 Location: Stony Creek Metropark, Macomb County  
 Date: August 4, 2016

Bids Opened: July 28, 2016 at 2:00 p.m.

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 509-16-534 to the low responsive, responsible bidder, James P. Contracting, Inc., in the amount of \$1,278,601.50; (2) and authorize the transfer of \$275,000 from the Lake St. Clair Unallocated Major Maintenance Account, \$239,000 from the Lake St. Clair Unallocated Capital Account, \$75,000 from the Hudson Mills Unallocated Major Maintenance Account, \$17,000 from the Willow Major Maintenance Account, \$79,000 from the Stony Creek Unallocated Major Maintenance Account, and \$230,000 from the Kensington Capital Unallocated Account to the Stony Creek Unallocated Capital Account to fund the project as recommended by Mike Brahm-Henkel and Staff.

**Fiscal Impact:** This is an unbudgeted project. The original project started at the end of last year and has a remaining budget of \$360,605.04. The following projects can be deferred to fund this project

Lake St. Clair	Entrance Boulevard Overlay (6400 lf)	\$ 230,000.00
Lake St. Clair	Re-pave employee parking lot drive	45,000.00
Lake St. Clair	Parking Lot Wearing Course	53,000.00
Lake St. Clair	Perimeter Road Reconstruction	156,000.00
Lake St. Clair	Pool Lockers	30,000.00
Hudson Mills	Road from park office to South lot (2400 lf)	75,000.00
Willow	Culvert replacement willow Road entrance	17,000.00
Stony Creek	Sanitary Sewer Rehabilitation	79,000.00
Kensington	East Hike Bike Trail Wall Replacement	230,000.00
	Fund Balance	\$ 2,996.46
	Sub Total	\$ 917,996.46
	Previous Project Remaining Balance	\$ 360,605.04
	Total	<u>\$1,278,601.50</u>

**Scope of Work:** Work to include furnishing all labor, equipment and materials necessary to reconstruct approximately 21,400 lineal feet (4.05 Miles) of cart paths, pavement removal, subgrade undercutting, coarse aggregate, geotextile stabilization, drain pipe, aggregate base, placement of two inches of bituminous surface, topsoil placement and all incidental construction.

**Background:** In October 2015, a paving contract was approved at the Board meeting for \$455,528.80 to address the failing cart paths at Stony Creek. Work began in October, however due to, ground conditions, weather, complications due to excessive water, and no underlying base material for the existing cart paths little progress was made. It became apparent during the construction that there were multiple issues that needed to be addressed on the course in order to provide a long-term solution to improve the usability and overall condition of the golf course.

Approval for the termination of the cart path repaving contract was approved by the Board at the February 11, 2016 meeting. Staff was also authorized at that time to develop a new project proposal that would address the changes necessary to the scope of work and to work on the necessary design changes. Rowe was selected after staff sought a Request for Proposal (RFP). Rowe Engineering was awarded a professional services contract at the April 14, 2016 Board meeting, which would investigate further and give recommendations for drainage and paving.

Staff began working in conjunction with ROWE Engineering and observed multiple issues on the golf course that are all inter connected and impact the course. At a meeting with ROWE on June 24, 2016, staff discussed their findings and our mutual observations and recommendations. The following is a summary of the current issues.

Observed issues:

1. The existing drainage pathways through the course are filled in and many of the culverts are plugged, damaged, or nonfunctioning.
2. The existing wetlands and drainage courses have naturally filled in lowering the flow rates through the course.
3. The existing elevations of the fairways where drainage issues exist are at the same elevation as the adjacent wetlands and have little or no slope.
4. The existing sheet piling is failing around the outlet of the irrigation pond.
5. The carts paths are used for maintenance routes for equipment to traverse the course when it is saturated. This adds more stress to the pavement particularly in wet conditions.
6. The existing pond that services the existing irrigation system does not have the capacity to meet the demand of the existing irrigation pumps. Consequently, the maintenance staff uses a separate standalone diesel pump that draws water through pipes laid on the ground and through an existing culvert beneath the roadway to Stony Lake. The water is then pumped on the ground, which fills the associated ditch and other areas and the water is diverted to the irrigation pond.
7. In order to collect water, the golf course staff uses a weir system to back up the water to raise the water level in the irrigation pond. This also raises the water level in adjoining areas.

**Golf Course Cart Path Reconstruction**  
**Page 3**

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ROWE's recommendations include proposing to regrade selected areas of the fairways to provide positive drainage, removing culverts and installing small bridge crossings to open up drainage courses, incorporating small water hazards to accommodate the natural springs, installing base material, and proposing a drainage study that would help to quantify the flow and direction of drainage patterns that flow across the course.

ROWE has provided a proposal for the drainage study in the amount of \$8,900. That study can be done if necessary once the project to clean out drainage courses and ditches is completed. During this meeting, staff discussed the irrigation and pump house replacement projects that are in the Five-Year-Plan for year 2020 and the relationship that the current proposed cart path and drainage work will have on those projects.

At this time, it is recommended to reconstruct the existing cart paths, which includes the installation of the geotextile stabilization fabric, aggregate base materials, pavement, and associated drain tile. Over the next several years, staff will have to address the issues identified. The above recommendation is based on the work of staff and Rowe Engineering.

<b><u>Contractor</u></b>	<b><u>City</u></b>	<b><u>Total</u></b>
James P. Contracting, Inc.	Washington	\$1,278,601.50
Pavex Corporation	Trenton	\$1,594,883.50
Pro-Line Asphalt Paving Corporation	Washington	\$1,986,113.00

Budget Amount for Contract Services and Administration  
Work Order Amount

Contract Amount-James P. Contracting	\$1,278,601.50
Contract Administration	<u>\$ 10,000.00</u>
Total Proposed Work Order Amount	\$1,288,601.50

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

**Attachments:            Golf Course Photos**









# Stony Creek Golf Course Cart Path Flooding





### Stony Creek Golf Course Cart Path Flooding



### Stony Creek Golf Course Cart Path Drainage





# Stony Creek Golf Course Aerial View







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: George Phifer, Director  
 Subject: Approval – Delhi Court Resurfacing Project  
 Date: August 4, 2016

### **Action Requested: Motion to Approve**

That the Board of Commissioners' approve the contribution of \$3,150, which is 10 percent of the project cost, to the Scio Township resurfacing project for Delhi Court as recommended by Director Phifer and staff.

**Fiscal Impact:** This is an unbudgeted project.

**Background:** On June 20, 2016, Manager of Planning Nina Kelly and Park Operations Manager Jerry Cyr met with Lew Kidder of the Scio Township Roads Committee to discuss the forthcoming project to resurface a portion of Delhi Court near the West Delhi park entrance (0.3 miles).

Scio Township has established a special assessment district targeting connector roads to address funding gaps in the Washtenaw County Road Commission budget. The township has an arrangement in place with the county to complete the surfacing work in 2016 at an estimated cost of \$31,500. This project will include the following:

- Six inches of limestone surface material
- Berm removal east and west of the West Delhi park entrance to enable better drainage
- Invasive species mitigation along roadway

Mr. Kidder approached the Metroparks staff to determine whether the Authority would be interested in contributing funding to the project, thereby lessening the impact to the township's special assessment district funds; a specific amount was not requested.

The project has already begun with invasive species removal and berm removal in July; limestone installation is estimated to occur in August. Once the new surface material is applied and properly crowned that will allow most of the surface water to get off the road before it reaches the park entrance.

The Delhi Court resurfacing project will improve the aesthetics for visitors making their way to West Delhi Metropark from the intersection of Delhi Court and E. Delhi Road through the removal of invasive species. Additionally, the berm removal near the West Delphi Metropark entrance will improve the drainage of the parking lot. The Planning Department is in communication with the Washtenaw County Road Commission to improve wayfinding signage in the area. All of these efforts combined are likely to draw more people to Delhi Metropark.

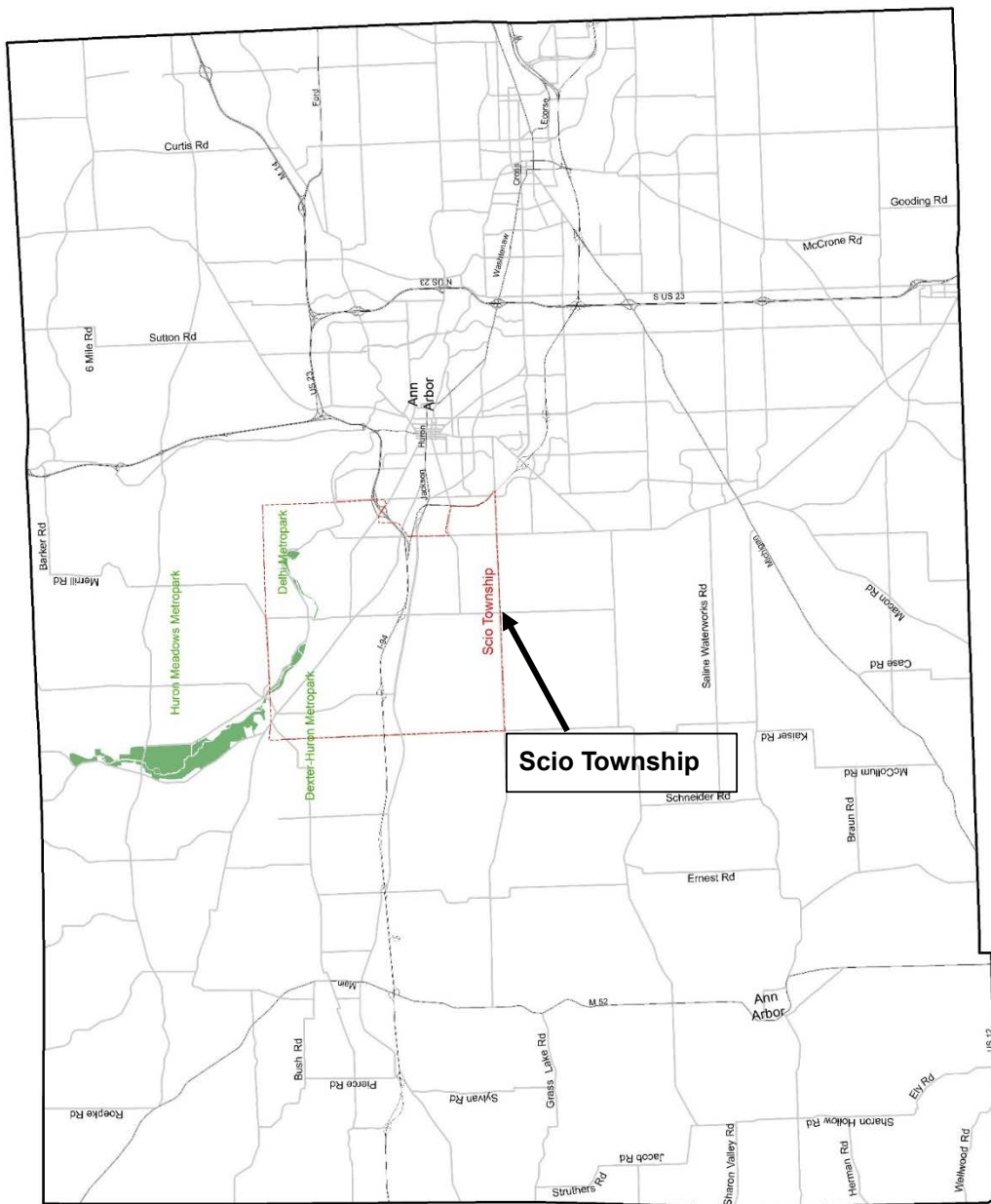
**Attachment: Aerial Photo for Project Location**











**Scio Township**

**Washtenaw County**





## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Ryan Colliton, Natural Resources Coordinator  
**Project Title:** Approval – Memo of Understanding, Detroit River-Western Lake Erie Cooperative Weed Management Area  
**Location:** Lake Erie Metropark  
**Date:** August 4, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the Memorandum of Understanding with the Detroit River Western Lake Erie Cooperative Weed Management Area (CWMA) as recommended by Natural Resources Coordinator Ryan Colliton and staff.

**Fiscal Impact:** None

**Background:** The Metroparks has been a member of the Detroit River-Western Lake Erie Cooperative Weed Management Area (CWMA) partnership since its inception in 2011. The CWMA is a regional effort consisting of multiple agencies including The Nature Conservancy, Huron-Clinton Metroparks, Michigan Department of Natural Resources, Ducks Unlimited, Eastern Michigan University, U.S. Fish and Wildlife Service, the Detroit River International Wildlife Refuge Alliance, The Stewardship Network, SEMCOG and others. The partnership was formed to leverage resources from a number of vested partners to address a large-scale, cooperative, and sustained approach to invasive species control in this region.

The Detroit River-Western Lake Erie Cooperative Weed Management Area partnership has been successful in obtaining multiple state and federal grants to address the management of Phragmites and other invasive species in coastal wetlands along Lake Erie, including Lake Erie Metropark.

This Memorandum of Understanding (MOU) creates no legally binding obligations for any member. However, it does express the intent of the members regarding the work they will undertake for this collaboration and their representative roles in the collaboration. Nothing in the MOU obligates members to obligate or transfer any funds. Specific projects, grants or activities that involve funding, services, or property require execution of separate agreements. Such activities will be independently authorized by appropriate statutory authority.

The original CWMA Memorandum of Understanding entered into in 2011 expired on July 29, 2016 and the CWMA Membership is seeking to extend the agreement for an additional five (5) years.

**Attachments:** CISMA Diagram  
 CISMA Memo of Understanding









## MEMORANDUM OF UNDERSTANDING

Among the following:

BASF Corporation  
 City of Monroe  
 DTE Energy  
 Ducks Unlimited, Inc.  
 Eastern Michigan University  
 Huron-Clinton Metropolitan Authority  
 International Wildlife Refuge Alliance  
 Michigan Department of Natural Resources, Pointe Mouillee State Game Area  
 Monroe Conservation District  
 National Park Service, River Raisin National Battlefield Park  
 River Raisin Institute  
 Sisters, Servants of the Immaculate Heart of Mary  
 Southeast Michigan Council of Governments  
 Stewardship Network  
 The Nature Conservancy  
 U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge  
 Wildlife Habitat Council

(Hereinafter referred to as the “Members”.)

### I. PURPOSE.

The purpose of this Memorandum of Understanding (MOU) is to continue the cooperative effort among the Members for integrated management of invasive terrestrial and aquatic plant species in Wayne and Monroe counties, Michigan, through the **Detroit River-Western Lake Erie Cooperative Weed Management Area (CWMA)**, which was established in 2011.

### II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS.

All signatories of this MOU have mutual interest in preventing the establishment and spread of species that are both non-native (not present on an evolutionary time-scale) and invasive (significantly reduce conservation values; hereinafter “invasive”). The following goals are shared among all Members:

A. **DETECTION, INVENTORY AND MONITORING.** Cooperatively develop detection, inventory, and monitoring protocols across jurisdictional boundaries, and exchange data.

B. **PREVENTION.** Prevent degradation from invasive plant species in areas with high conservation value.

C. **INVASIVE SPECIES MANAGEMENT.** In areas of high conservation value (i.e., coastal wetlands, rare natural communities, biodiverse sites), promote effective, integrated reduction

methods and eradication when possible, of invasive plant species that have already become established.

D. COOPERATION. Facilitate development of cooperative agreements for local invasive plant management, which include shared funding sources, personnel, equipment, and expertise.

E. INFORMATION EXCHANGE. Share technical information regarding new and established invasive species distribution, treatment locations, and reduction methods.

F. EDUCATION. Increase public awareness of the benefits of preventing impacts from certain non-native, invasive, and damaging plants in natural areas of high conservation value.

### **III. ALL MEMBERS INTEND TO:**

A. Regularly communicate with the Steering Committee of the CWMA at least once annually to review and coordinate invasive species management activities. Members will cooperate on projects that best protect and restore desirable ecosystems from invasive plants. Members who do not manage land intend to provide services that aid in invasive plant management. Projects will prioritize protecting high quality ecosystems from invasive plants; secondarily, projects will restore invaded ecosystems, improve fish and wildlife habitat, and improve recreation.

B. Allow for the exchange of personnel, including volunteers, equipment, contract crews, and expertise throughout the CWMA on lands other than those in which they are employed to manage. This includes allowing participating state and federal agencies' personnel, equipment and supplies to be used in the management of invasive species on either non-federal or state ownerships within the CWMA. Any exchanges must be approved and coordinated by the members involved via the Annual Operating Plan and supplemental agency documentation as necessary (e.g. Supplemental Project Agreement [SPA]). Individual members may elect to retain any portion of their own personnel, volunteers, equipment, contract crews, and expertise within their jurisdiction.

C. Allow any Member to contribute to the management of non-native invasive species within the CWMA, including efforts in detection, inventory, and monitoring, reduction efforts, research, grants and fundraising, education programs, and citizens' participation programs.

D. Elect to reduce invasive species within their own jurisdiction utilizing the CWMA or their own resources.

E. Assist in mapping the distribution of new and established invasive species.

F. Ensure management of invasive species will be well-planned and coordinated with all efforts in the CWMA and incorporate effective and safe reduction methods. Detection, inventorying, and monitoring may include ground-based or remote-sensing that is reported through one Geographic Information System (GIS) housed at the Detroit River International Wildlife Refuge. Other methods could be public education and awareness programs. Reduction methods may

include water management, mechanical removal, prescribed fire, herbicides, seedings/plantings, and biological controls.

G. Allow members to contribute, cooperate, and benefit from work of the Detroit River-Western Lake Erie *Phragmites* Strike Team, which is intended to be a specialized working group to address shared issues relating specifically to common reed (*Phragmites australis*).

H. Use resources generated from the CWMA to share information among interested organizations and individuals that are not formally included in the CWMA and provide assistance and expertise regarding invasive species management activities (e.g., prevention measures, reduction methods, restoration tools, standardized data collection, etc.).

I. Work collaboratively with priority private land-owners who are not members of this MOU to manage invasive species on their lands where it contributes measurably to the protection and restoration in areas of high conservation value.

J. Provide opportunities to outside organizations and individuals to carry out integrated weed management planning on lands and waters within the CWMA.

K. Establish an agreed-upon fiscal administrator for any grants or financial support received by the CWMA Steering Committee before requesting funds.

#### **IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL MEMBERS THAT:**

A. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

B. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts any of the Members from participating in similar activities with other public or private agencies, organizations, and individuals.

C. **COMMENCEMENT/EXPIRATION/TERMINATION.** This MOU takes effect upon signature by all of the Members presented herein and shall remain in effect for a period of five years from the date of execution. This MOU may be amended upon written request of any of the Members presented herein with the subsequent written concurrence of a majority of the others. Any member may terminate their involvement in this MOU with a 60-day written notice to the others.

D. **RESPONSIBILITIES OF MEMBERS.** The Members presented herein and their respective agency administrations will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each member will carry out its separate activities in a coordinated and mutually beneficial manner.

E. **ADDITIONAL PARTICIPANTS.** Interested agencies, property owners, property managers, special districts, non-profit and for profit entities, and individuals may become part of the CWMA by execution of a Signature Page, subject to ratification by a majority of the Steering

Committee. The executed Signature Page shall be returned to the Detroit River International Wildlife Refuge for inclusion into the MOU.

F. CIVIL RIGHTS. During the performance of this MOU, the Members agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The Members will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

G. NONDISCRIMINATION. The Members shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities.

H. PROMOTIONS. None of the Members will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service, or position which the other Members represent.

I. PUBLICATIONS OF RESULTS AND STUDIES. None of the Members will unilaterally publish a joint publication without consulting the other Members. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those Members contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Member may publish data after due notice and submission of the proposed manuscripts to the other Members. In such instances, the Members publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

J. INDEMNIFICATION. Each Member shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Members and the results thereof. Each Member, therefore, agrees that, with respect to the other Members, it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this MOU. Nothing in this MOU shall be interpreted to authorize or obligate any Member or any employee of such Member to operate outside the scope of employment of such employee, and no Member shall be required to indemnify another Member.

K. NON-BINDING AGREEMENT. This MOU is not a legally binding agreement and creates no legally binding obligations for any Member. However, it does express the intent of the Members regarding the work they will undertake for this collaboration and their representative roles in the collaboration.

L. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate any Member to obligate or transfer any funds. Specific projects or activities that involve the transfer of funds, services, or property among the various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

M. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a Member against the United States, its agencies, its officers, or any person.

N. AUTHORIZED REPRESENTATIVES. By signature below, the Members certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this MOU.

O. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this MOU, the Members may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

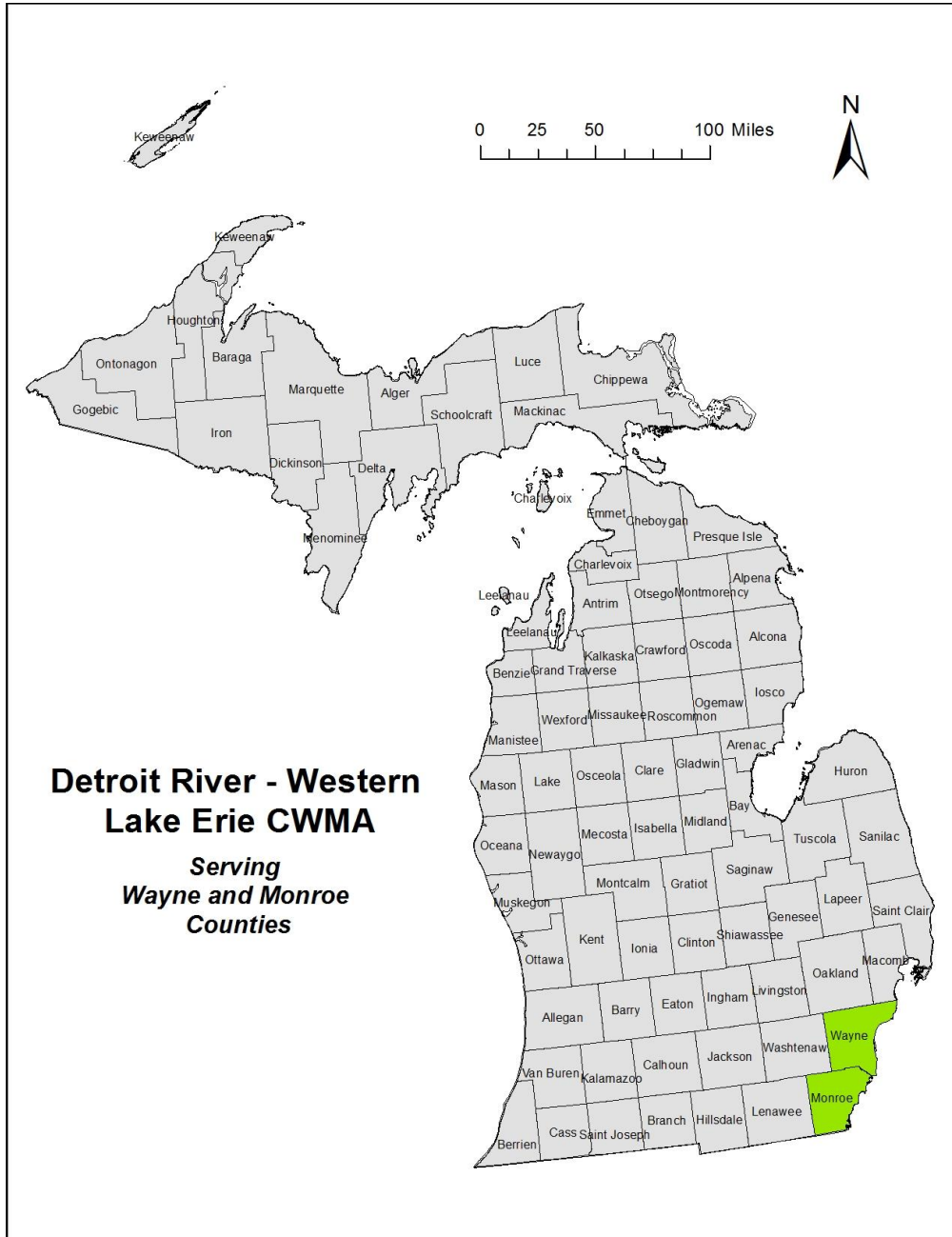
P. In the interest of efficiency, this MOU will be distributed electronically for signature. Signatory officials should initially respond with their electronic signature to the email address listed below, followed by mailing their original hard copy signature to:

Greg Norwood, Wildlife Biologist  
 U.S. Fish and Wildlife Service  
 Detroit River International Wildlife Refuge  
 9311 Groh Road  
 Grosse Ile, MI 48138  
 Greg\_Norwood@fws.gov

Once fully executed, an electronic copy of this MOU will be distributed to all signatory officials.

Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **five years from that date** at which time it may be renewed in writing or will expire.

**V. GEOGRAPHIC AREA OF COVERAGE.**



## VI. STEERING COMMITTEE ORGANIZATION

The Steering Committee will:

- A. Be comprised of a chairperson and general Steering Committee representatives who serve as the Principal Contacts for the participating agencies in the CWMA.
- B. Be chaired by a Member voted-in by consensus of the Steering Committee.
- C. Appoint subsequent Steering Committee chairperson. Intervals of such appointments shall be at the discretion of the Steering Committee.
- D. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. Representatives will participate in at least one meeting annually. Such meetings shall generally be held by October in order to summarize previous management actions and develop the Annual Operating Plan for the following year's activities.
- E. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed on the status of the issues that may affect working relationships.
- F. Designate a decision-making process (majority rules, consensus, etc.).

## VIII. STEERING COMMITTEE RESPONSIBILITIES

The Steering Committee will conduct activities including but not limited to:

- A. Revise the CWMA boundary as needed.
- B. Convene meetings as necessary.
- C. Develop, prioritize, and approve cooperative invasive weed projects to be completed. Such projects shall be documented in AOPs. Such AOPs shall generally be completed by February of each year for the following year's activities.
- D. Maintain records of accomplishments.
- E. Develop public relations, education, and training initiatives.
- F. Actively seek cooperators, volunteers and alternate funding sources critical to the management success of the CWMA.
- G. Provide to the Members of this MOU an annual written report in January of previous year's project accomplishments.
- H. Encourage cooperative relationships and active participation by all participants in the CWMA.
- I. Review and update Exhibits to this MOU.
- J. Further define specific Steering Committee Responsibilities in the approved AOPs, as appropriate.



**VI. PRINCIPAL CONTACTS:** The principal contacts for this instrument are:

Catherine Acerboni, Administrator  
 Monroe Conservation District  
 1137 South Telegraph Rd.  
 Monroe, Michigan 48161  
 734.241.7755  
 catherine.acerboni@mi.nacdnet.net

Zach Cooley, Wildlife Biologist  
 Michigan Department of Natural Resources  
 Pointe Mouillee State Game Area  
 37205 Mouillee Rd.  
 Rockwood, MI 48173  
 734.379.9692  
 cooleyz@michigan.gov

Scott J. Bentley  
 Superintendent  
 River Raisin National Battlefield Park  
 1403 East Elm Avenue  
 Monroe, Michigan 48162

Martha Gruelle, Project Director, Huron  
 to Erie Waterways for Wildlife  
 Wildlife Habitat Council  
 c/o DTE Energy  
 One Energy Plaza, Rm 1573 WCB  
 Detroit, MI 48226  
 313-235-9627  
 mgruelle@wildlifehc.org

Lisa Brush, Executive Director  
 Stewardship Network  
 416 Longshore Drive  
 Ann Arbor, MI 48105  
 734.395.4483  
 lbrush@stewardshipnetwork.org

Jason Hill  
 Manager of Conservation Programs  
 1220 Eisenhower Place  
 Ann Arbor, MI 48108  
 734-623-2000  
 jhill@ducks.org

Ryan Colliton  
 Huron-Clinton Metropolitan Authority  
 13000 High Ridge Dr.  
 Brighton, MI 48114  
 810-494-6019  
 Ryan.colliton@metroparks.com

Barry S. LaRoy, P.E.  
 Director of Water & Wastewater  
 Utilities  
 City of Monroe  
 734-384-9122  
 barry.laroy@monroemi.gov

Danielle Conroyd  
 Director, Sustainable Campus Planning  
 Office  
 Executive Director, River Raisin Institute  
 and representing  
 Sisters, Servants of the Immaculate Heart of  
 Mary  
 610 West Elm Avenue  
 Monroe, Mi 48162  
 734-240-9750  
 dconroyd@ihmsisters.org

Chris May, Director of Stewardship  
 The Nature Conservancy in Michigan  
 101 E Grand River  
 Lansing, MI 48906  
 517.316.2274  
 cmay@tnc.org

Greg Norwood, Wildlife Biologist  
U.S. Fish and Wildlife Service, Detroit  
River International Wildlife Refuge  
9311 Groh Rd.  
Grosse Ile, MI 48138  
734.692.7611  
Greg\_Norwood@fws.gov

Matthew Shackelford, Staff Engineer,  
Environmental  
DTE Energy  
One Energy Plaza  
Detroit, MI 48226  
313.897.1021  
shackelfordm@dteenergy.com

William Parkus, Environmental Planner  
Southeast Michigan Council of  
Governments  
535 Griswold, Suite 300  
Detroit, MI 48226  
313-324-3351  
parkus@semcog.org

Joann Van Aken, Executive Director  
International Wildlife Refuge Alliance  
9311 Groh Rd.  
Grosse Ile, MI 48138  
734-692-7671  
iwr\_alliance@yahoo.com

William Welsh  
Eastern Michigan University  
Department of Geography & Geology  
215 Strong Hall  
Eastern Michigan University  
Ypsilanti, Michigan 48197  
(734) 487-8589  
wwelsh@emich.edu

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- BASF Corporation
- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service
- River Raisin Institute
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the City of Monroe, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the City of Monroe**

  
 \_\_\_\_\_  
 Ed Sell, Interim City Manager

6-14-16  
 \_\_\_\_\_  
 DATE

**Principal Official:**  
Ed Sell, Interim City Manager

**Principal Contact:**  
Barry S. LaRoy, P.E.  
Director of Water & Wastewater Utilities  
City of Monroe  
120 East First Street  
Monroe, MI 48161  
barry.laroy@monroemi.gov

**MEMORANDUM OF UNDERSTANDING**

Among the following:

City of Monroe  
DTE Energy  
Ducks Unlimited, Inc.  
Eastern Michigan University  
Huron-Clinton Metropolitan Authority  
International Wildlife Refuge Alliance  
Michigan Department of Natural Resources, Pointe Mouillee State Game Area  
Monroe Conservation District  
National Park Service, River Raisin National Battlefield Park  
River Raisin Institute  
Sisters, Servants of the Immaculate Heart of Mary  
Southeast Michigan Council of Governments  
Stewardship Network  
The Nature Conservancy  
U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge  
Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of DTE Energy, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for DTE Energy**

---

**Skiles Boyd, Vice President of Environmental  
Management and Resources**

---

**DATE**

**Principal Official:**

Skiles Boyd, Vice President of Environmental Management and Resources

**Principal Contact:**

Matthew Shackelford, Staff Engineer, Environmental  
DTE Energy  
One Energy Plaza  
Detroit, MI 48226  
313.897.1021  
shackelfordm@dteenergy.com

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of Ducks Unlimited, Inc., I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for Ducks Unlimited, Inc.**

\_\_\_\_\_  
**David Brakhage, Director**

\_\_\_\_\_  
**DATE**

**Principal Official:**

David Brakhage, Director

**Principal Contact:**

Jason Hill  
Manager of Conservation Programs  
1220 Eisenhower Place  
Ann Arbor, MI 48108  
734.623.2000  
jhill@ducks.org

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of Eastern Michigan University, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for Eastern Michigan University**

---

**Caryn Charter, Director,  
Office of Research Development and Administration**

---

**DATE**

**Principal Official:**

Caryn Charter, Director  
Office of Research Development and Administration, Eastern Michigan University

**Principal Contact:**

William Welsh, Associate Professor  
Department of Geography & Geology  
Eastern Michigan University  
215 Strong Hall  
Eastern Michigan University  
Ypsilanti, Michigan 48197  
734.487.7586  
wwelsh@emich.edu

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
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- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Huron-Clinton Metropolitan Authority, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Huron-Clinton Metropolitan Authority**

\_\_\_\_\_  
**George Phifer, Director**

\_\_\_\_\_  
**DATE**

**Principal Official:**  
George Phifer, Director

**Principal Contact:**  
Ryan Colliton  
13000 High Ridge Dr.  
Brighton, MI 48114  
810.494.6019  
Ryan.colliton@metroparks.com

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the International Wildlife Refuge Alliance, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the International Wildlife Refuge Alliance**

\_\_\_\_\_  
**Richard Micka, Chairman**

\_\_\_\_\_  
**DATE**

**Principal Official:**

Richard Micka, Chairman

**Principal Contact:**

Joann Van Aken, Executive Director  
International Wildlife Refuge Alliance  
9311 Groh Rd.  
Grosse Ile, MI 48138  
734.692.7671  
iwr\_alliance@yahoo.com



**MEMORANDUM OF UNDERSTANDING**

Among the following:

City of Monroe  
 DTE Energy  
 Ducks Unlimited, Inc.  
 Eastern Michigan University  
 Huron-Clinton Metropolitan Authority  
 International Wildlife Refuge Alliance  
 Michigan Department of Natural Resources, Pointe Mouillee State Game Area  
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 National Park Service, River Raisin National Battlefield Park  
 River Raisin Institute  
 Sisters, Servants of the Immaculate Heart of Mary  
 Southeast Michigan Council of Governments  
 Stewardship Network  
 The Nature Conservancy  
 U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge  
 Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Michigan Department of Natural Resources Wildlife Division, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Michigan DNR Wildlife Division**

\_\_\_\_\_  
**Russ Mason, Chief Wildlife Division**

\_\_\_\_\_  
**DATE**

**Principal Official:**

Russ Mason, Chief Wildlife Division

**Principal Contact:**

Zach Cooley  
 37205 Mouillee Rd  
 Rockwood, MI 48173  
 734.231.6644  
 cooleyz@michigan.gov

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Monroe Conservation District, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Monroe Conservation District**

\_\_\_\_\_  
**Herbert E. Smith, Chairman**

\_\_\_\_\_  
**DATE**

**Principal Official:**  
Herbert E. Smith, Chairman

**Principal Contact:**  
Catherine Acerboni  
District Manager  
Monroe Conservation District  
1137 South Telegraph Road  
Monroe, Michigan 48161  
734.241.7755 Ext 5  
Catherine.acerboni@mi.nacdnet.net

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the National Park Service, River Raisin National Battlefield Park, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the National Park Service, River Raisin National Battlefield Park**

\_\_\_\_\_  
**Scott J. Bentley, Superintendent**

\_\_\_\_\_  
**DATE**

**Principal Official:**

Scott J. Bentley, Superintendent

**Principal Contact:**

Nathan Seger, Facilities Maintenance  
River Raisin National Battlefield Park  
1403 E. Elm Ave.  
Monroe, MI 48162  
734.243.7136  
nathan\_seger@nps.gov

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the River Raisin Institute, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the River Raisin Institute**

\_\_\_\_\_  
**Danielle Conroyd, Executive Director**

\_\_\_\_\_  
**DATE**

**Principal Official:**  
Danielle Conroyd, Executive Director

**Principal Contact:**  
Brittany Santure  
610 West Elm Avenue  
Monroe Michigan 48162  
734.240.9682  
bsanture@rriearth.org

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Sisters, Servants of the Immaculate Heart of Mary, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Sisters, Servants of the Immaculate Heart of Mary**

\_\_\_\_\_  
**Mary Jane Herb, IHM President**

\_\_\_\_\_  
**DATE**

**Principal Official:**

Mary Jane Herb, IHM President

**Principal Contact:**

Danielle Conroyd  
610 West Elm Avenue  
Monroe Michigan 48162  
734.240.9750  
director@rriearth.org

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Southeast Michigan Council of Governments, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for Southeast Michigan Council of Governments**

\_\_\_\_\_  
**Paul Tait, Executive Director**

\_\_\_\_\_  
**DATE**

**Principal Official:**

Paul Tait, Executive Director

**Principal Contact:**

William Parkus, Environmental Planner  
Southeast Michigan Council of Governments  
535 Griswold, Suite 300  
Detroit, MI 48226  
313.324.3351  
parkus@semcog.org

**MEMORANDUM OF UNDERSTANDING**

Among the following:

City of Monroe  
 DTE Energy  
 Ducks Unlimited, Inc.  
 Eastern Michigan University  
 Huron-Clinton Metropolitan Authority  
 International Wildlife Refuge Alliance  
 Michigan Department of Natural Resources, Pointe Mouillee State Game Area  
 Monroe Conservation District  
 National Park Service, River Raisin National Battlefield Park  
 River Raisin Institute  
 Sisters, Servants of the Immaculate Heart of Mary  
 Southeast Michigan Council of Governments  
 Stewardship Network  
 The Nature Conservancy  
 U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge  
 Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Stewardship Network, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Stewardship Network**

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**Lisa Brush, Executive Director**

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**DATE**

**Principal Official:**

Lisa Brush, Executive Director

**Principal Contact:**

Lisa Brush, Executive Director  
 Stewardship Network  
 416 Longshore Drive  
 Ann Arbor, MI 48105  
 734.395.4483  
 lbrush@stewardshipnetwork.org

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of The Nature Conservancy, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for The Nature Conservancy**

\_\_\_\_\_  
**Patrick Doran, Associate State Director**

\_\_\_\_\_  
**DATE**

**Principal Official:**  
Patrick Doran, Associate State Director

**Principal Contact:**  
Chris May, Director of Restoration  
The Nature Conservancy  
101 E. Grand River  
Lansing, MI 48906  
517.316.2274  
cmay@tnc.org



**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service, River Raisin National Battlefield Park
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Detroit River International Wildlife Refuge**

\_\_\_\_\_  
**John H. Hartig, Refuge Manager**

\_\_\_\_\_  
**DATE**

**Principal Official:**

John H. Hartig, Refuge Manager

**Principal Contact:**

Greg Norwood, Wildlife Biologist  
U.S. Fish and Wildlife Service  
Detroit River International Wildlife Refuge  
9311 Groh Rd.  
Grosse Ile, MI 48138  
734.692.7611  
Greg\_Norwood@fws.gov

**MEMORANDUM OF UNDERSTANDING**

Among the following:

- City of Monroe
- DTE Energy
- Ducks Unlimited, Inc.
- Eastern Michigan University
- Huron-Clinton Metropolitan Authority
- International Wildlife Refuge Alliance
- Michigan Department of Natural Resources, Pointe Mouillee State Game Area
- Monroe Conservation District
- National Park Service
- River Raisin Institute
- Sisters, Servants of the Immaculate Heart of Mary
- Southeast Michigan Council of Governments
- Stewardship Network
- The Nature Conservancy
- U.S. Fish and Wildlife Service, Detroit River International Wildlife Refuge
- Wildlife Habitat Council

**KEY OFFICIALS AND SIGNATURES: On behalf of the Wildlife Habitat Council, I agree to the terms of the Detroit River-Western Lake Erie Cooperative Weed Management Area Memorandum of Understanding.**

**Signature for the Wildlife Habitat Council**



**Martha Gruelle**  
**Senior Manager, Conservation Strategy and Planning**

6/23/2016  
**DATE**

**Principal Official:**

Margaret O’Gorman, President

**Principal Contact:**

Martha Gruelle, Project Director, Huron to Erie Waterways for Wildlife  
Wildlife Habitat Council  
c/o DTE Energy  
One Energy Plaza, Rm 1573 WCB  
Detroit, MI 48226  
313.235.9627  
mgruelle@wildlifehc.org



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Report – Administrative Office Redesign  
Date: August 4, 2016

Craig Borum, Professor of Architecture with the Taubman College of Architecture and Urban Planning at the University of Michigan will give a brief presentation to the Board regarding the Administrative Office Redesign project.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca L. Franchock, Controller  
Subject: Approval – Retiree Health Care Trust ICMA-RC Participation Agreement  
Date: August 4, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the revised participation agreement for Vantage Trust II Collective Investment Funds Trust for the ICMA Retirement Health Savings Accounts as recommended by Controller Franchock.

**Fiscal Impact:** No fiscal impact.

**Background:** The ICMA-RC recently introduced a new series of Collective Investment Trust ("CIT") funds, the VantageTrust II Funds ("VT II Funds"), for the Metroparks VantageCare Retirement Health Savings ("RHS") plans. The VT II Funds, available exclusively through the new VantageTrust II (VT II"), will offer significant savings to our RHS plan participants.

In order for our employees to benefit from this change, the Metroparks must adopt VT II by approving the attached Participation Agreement.

It is estimated that the CIT structure of the VT II Funds will result in an eight basis point savings on assets currently invested in the Vantagepoint Funds and the Dreyfus Cash Management Fund.

The RHS plan administration fee, currently deducted directly from participant accounts and reflected separately on participant statements, will instead be included in the daily unit value of each VT II Fund. This matches the methodology of the current 457 plans.

The VantageTrust Company ("VTC") serves as trustee to the new VantageTrust to the new VantageTrust II. VTC also serves as trustee to the VantageTrust, through which the VantageTrust Funds are made available in the 457 plans providing common governance focused on the interests of public sector plans and their participants.

**Attachment: ICMA-RC Participation Agreement (Separate Attachment)**





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca L. Franchock, Controller  
Project Title: Approval – Internal Control Review Update  
Date: August 4, 2016

### **Action Requested: Motion to Receive and File**

That the Board of Commissioners' approve expanding the scope of work for the internal control review currently being performed by Plante Moran to include a single unified best-practice policy and procedure document for the financial reporting process for an amount not to exceed \$2,000 as recommended by Controller Franchock and staff.

**Fiscal Impact:** The project is included in the 2016 budget for \$25,000.

**Background:** In May 2016, the Board approved an internal control review to be completed by Plante Moran. The original scope of work had three phases: (1) Provide an assessment of the level of risk of all cash collection points, documentation of current procedures and associated internal controls, identify risks and provide recommendations to management; (2) Develop a rotational internal audit plan based on risk rating methodology developed; and (3) Design an internal audit plan to be used by Metroparks staff on a going forward basis following the rotational plan developed. The Board approved the Plante Moran proposal not to exceed \$23,000.

During the initial field work, Plante Moran determined that the Metroparks would be well served by formally establishing a single unified best-practice policy and procedure document to be implemented at all parks for the financial reconciliation and reporting process. The financial reporting process would include the review by park management of financial reports, performance and review of corresponding reconciliations, the verification of financial data that is sent to accounting and similar related tasks.

The creation and implementation of this policy and procedure document is intended to improve the accuracy of financial data sent from the parks to accounting and to improve the efficiency of the reporting process. This additional work will be completed for an amount not to exceed \$2,000. The total project including this additional scope will not exceed \$25,000.





PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	72,945	76,547	70,296	4%
Wolcott Mill	6,468	7,468	6,875	-6%
Stony Creek	92,789	92,855	87,799	6%
Indian Springs	14,232	12,109	13,372	6%
Kensington	107,881	111,637	104,166	4%
Huron Meadows	11,077	9,828	9,694	14%
Hudson Mills	26,659	29,099	29,378	-9%
Lower Huron/Willow/Oakwoods	70,933	78,609	73,987	-4%
Lake Erie	29,373	31,185	28,812	2%
<b>Monthly TOTALS</b>	<b>432,357</b>	<b>449,337</b>	<b>424,379</b>	<b>2%</b>

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 329,160	\$ 280,378	\$ 232,885	41%
\$ 405,589	\$ 337,452	\$ 271,450	49%
\$ 42,340	\$ 38,714	\$ 33,039	28%
\$ 408,236	\$ 325,308	\$ 257,333	59%
\$ 2,631	\$ 2,554	\$ 2,305	14%
\$ 66,726	\$ 66,647	\$ 55,239	21%
\$ 249,368	\$ 222,685	\$ 189,037	32%
\$ 89,944	\$ 95,607	\$ 75,749	19%
<b>\$ 1,593,994</b>	<b>\$ 1,369,345</b>	<b>\$ 1,117,035</b>	<b>43%</b>

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	247,616	238,841	238,593	4%
Wolcott Mill	37,046	31,939	28,384	31%
Stony Creek	347,730	309,328	321,310	8%
Indian Springs	55,627	50,204	51,326	8%
Kensington	461,417	465,945	447,002	3%
Huron Meadows	53,138	44,295	46,734	14%
Hudson Mills	118,697	115,158	124,239	-4%
Lower Huron/Willow/Oakwoods	324,249	300,443	298,924	8%
Lake Erie	123,212	98,125	101,331	22%
<b>Monthly TOTALS</b>	<b>1,768,732</b>	<b>1,654,278</b>	<b>1,657,843</b>	<b>7%</b>

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 1,187,345	\$ 892,739	\$ 830,622	43%
\$ 1,815,610	\$ 1,354,754	\$ 1,280,841	42%
\$ 232,415	\$ 183,971	\$ 173,348	34%
\$ 1,866,573	\$ 1,396,172	\$ 1,250,503	49%
\$ 35,763	\$ 44,178	\$ 37,674	-5%
\$ 375,394	\$ 307,881	\$ 296,818	26%
\$ 790,509	\$ 582,434	\$ 549,781	44%
\$ 466,424	\$ 358,825	\$ 336,380	39%
<b>\$ 6,770,033</b>	<b>\$ 5,120,954</b>	<b>\$ 4,755,967</b>	<b>42%</b>

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 486,869	\$ 446,277	\$ 364,311	34%
Wolcott Mill	\$ 88,279	\$ 72,903	\$ 72,919	21%
Stony Creek	\$ 769,952	\$ 708,707	\$ 581,635	32%
Indian Springs	\$ 197,182	\$ 194,477	\$ 166,988	18%
Kensington	\$ 813,344	\$ 765,329	\$ 614,391	32%
Huron Meadows	\$ 154,528	\$ 142,903	\$ 124,402	24%
Hudson Mills	\$ 170,683	\$ 175,877	\$ 151,035	13%
Lower Huron/Willow/Oakwoods	\$ 827,488	\$ 732,036	\$ 659,290	26%
Lake Erie	\$ 361,301	\$ 393,527	\$ 327,251	10%
<b>Y-T-D TOTALS</b>	<b>\$ 3,869,625</b>	<b>\$ 3,632,036</b>	<b>\$ 3,062,222</b>	<b>26%</b>

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 1,742,584	\$ 1,425,722	\$ 1,212,724	44%
\$ 363,935	\$ 273,608	\$ 278,621	31%
\$ 2,979,787	\$ 2,366,705	\$ 2,264,226	32%
\$ 747,089	\$ 663,471	\$ 631,302	18%
\$ 3,118,331	\$ 2,555,655	\$ 2,299,353	36%
\$ 528,786	\$ 491,037	\$ 450,999	17%
\$ 715,145	\$ 644,050	\$ 626,541	14%
\$ 2,070,701	\$ 1,457,132	\$ 1,516,830	37%
\$ 1,236,102	\$ 1,044,490	\$ 1,035,832	19%
<b>\$ 13,502,460</b>	<b>\$ 10,921,870</b>	<b>\$ 10,316,428</b>	<b>31%</b>

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	632,392	580,108	588,287	7%
Western	688,879	675,602	669,301	3%
Southern	447,461	398,568	400,255	12%

Y-T-D Total Revenue by Management Unit			
Current	Previous	Prev 3 Yr Avg	Change from Average
5,086,306	4,066,035	3,755,571	35%
5,109,351	4,354,213	4,008,195	27%
3,306,803	2,501,622	2,552,662	30%

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	2,815	2,862	3,020	-7%
Stony Creek	5,795	5,765	6,106	-5%
Indian Springs	4,479	4,876	4,723	-5%
Kensington	5,294	5,915	5,526	-4%
Huron Meadows	4,681	4,918	4,406	6%
Hudson Mills	3,045	3,344	3,225	-6%
Willow	4,736	4,391	3,933	20%
Lake Erie	4,485	4,848	4,463	0%
Total Regulation	35,330	36,919	35,402	0%
LSC Par 3	1,864	1,730	1,966	-5%
LSC Foot Golf	316	284	95	234%
L. Huron Par 3	933	1,118	1,190	-22%
L. Huron Foot Golf	244	140	47	423%
<b>Total Golf</b>	<b>38,687</b>	<b>40,191</b>	<b>38,700</b>	<b>0%</b>

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 77,916	\$ 67,891	\$ 60,689	28%
\$ 193,586	\$ 184,099	\$ 152,779	27%
\$ 110,561	\$ 118,049	\$ 107,951	2%
\$ 135,338	\$ 138,647	\$ 129,278	5%
\$ 132,060	\$ 124,718	\$ 109,701	20%
\$ 65,676	\$ 66,179	\$ 59,686	10%
\$ 132,568	\$ 96,326	\$ 100,555	32%
\$ 125,025	\$ 95,735	\$ 82,236	52%
\$ 972,730	\$ 891,642	\$ 802,876	21%
\$ 11,545	\$ 13,611	\$ 12,930	-11%
\$ 2,195	\$ 1,652	\$ 551	299%
\$ 6,474	\$ 6,787	\$ 7,260	-11%
\$ 1,508	\$ 992	\$ 331	356%
<b>\$ 994,452</b>	<b>\$ 914,684</b>	<b>\$ 823,947</b>	<b>21%</b>

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	9,016	8,053	8,097	11%
Stony Creek	18,420	17,416	18,189	1%
Indian Springs	14,067	14,167	13,907	1%
Kensington	17,937	17,677	16,935	6%
Huron Meadows	15,203	14,931	13,603	12%
Hudson Mills	9,695	10,139	9,692	0%
Willow	14,836	12,357	11,460	29%
Lake Erie	15,133	14,369	13,255	14%
Total Regulation	114,307	109,109	105,138	9%
LSC Par 3	4,907	3,979	5,366	-9%
LSC Foot Golf	633	780	260	143%
L. Huron Par 3	2,650	2,689	3,135	-15%
L. Huron Foot Golf	616	322	107	474%
<b>Total Golf</b>	<b>123,113</b>	<b>116,879</b>	<b>114,006</b>	<b>8%</b>

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 248,261	\$ 188,320	\$ 166,769	49%
\$ 603,210	\$ 532,313	\$ 521,175	16%
\$ 344,009	\$ 333,968	\$ 337,421	2%
\$ 440,966	\$ 417,137	\$ 410,953	7%
\$ 409,858	\$ 363,978	\$ 350,212	17%
\$ 198,292	\$ 197,411	\$ 195,515	1%
\$ 427,249	\$ 274,025	\$ 321,061	33%
\$ 408,475	\$ 290,191	\$ 297,363	37%
\$ 3,080,320	\$ 2,597,342	\$ 2,600,470	18%
\$ 31,688	\$ 29,393	\$ 34,097	-7%
\$ 4,303	\$ 4,701	\$ 1,567	175%
\$ 18,421	\$ 17,284	\$ 20,183	-9%
\$ 3,729	\$ 2,250	\$ 750	397%
<b>\$ 3,138,461</b>	<b>\$ 2,650,970</b>	<b>\$ 2,657,067</b>	<b>18%</b>

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	19,389	26,722	18,950	2%
Stony Creek Rip Slide	13,259	12,487	14,517	-9%
KMP Splash	17,488	22,097	18,791	-7%
Hudson Mills Rip Slide	833	1,675	558	49%
Lower Huron	38,452	42,739	36,830	4%
Willow	8,858	10,688	8,437	5%
Lake Erie	13,645	19,129	16,405	-17%
<b>TOTALS</b>	<b>111,924</b>	<b>135,537</b>	<b>114,488</b>	<b>-2%</b>

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 95,497	\$ 106,636	\$ 75,419	27%
\$ 69,296	\$ 66,049	\$ 45,036	54%
\$ 102,053	\$ 118,073	\$ 89,154	14%
\$ 6,646	\$ 12,266	\$ 4,089	63%
\$ 379,333	\$ 359,313	\$ 319,314	19%
\$ 42,165	\$ 37,881	\$ 35,749	18%
\$ 106,957	\$ 105,797	\$ 83,387	28%
<b>\$ 801,947</b>	<b>\$ 806,015</b>	<b>\$ 652,147</b>	<b>23%</b>

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	36,468	35,511	30,518	19%
Stony Creek Rip Slide	23,828	17,634	24,997	-5%
KMP Splash	32,362	30,095	30,025	8%
Hudson Mills Rip Slide	1,629	2,960	987	65%
Lower Huron	67,461	59,823	59,702	13%
Willow	16,521	14,011	13,047	27%
Lake Erie	27,140	25,126	26,559	2%
<b>TOTALS</b>	<b>205,409</b>	<b>185,160</b>	<b>185,835</b>	<b>11%</b>

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 180,795	\$ 141,593	\$ 121,313	49%
\$ 123,500	\$ 92,181	\$ 73,037	69%
\$ 191,531	\$ 162,627	\$ 141,837	35%
\$ 12,458	\$ 21,004	\$ 7,001	78%
\$ 663,332	\$ 475,399	\$ 510,116	30%
\$ 77,632	\$ 48,604	\$ 56,567	37%
\$ 215,812	\$ 138,494	\$ 131,674	64%
<b>\$ 1,465,060</b>	<b>\$ 1,079,902</b>	<b>\$ 1,041,545</b>	<b>41%</b>

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>				
Welsh Center	6	6	4	38%
Shelters	22	118	121	-82%
Boat Launches	1,251	1,289	1,258	-1%
Marina	873	931	753	16%
Mini-Golf	2,596	2,871	2,737	-5%
<b>Wolcott</b>				
Activity Center	17	13	15	13%
<b>Stony Creek</b>				
Disc Golf Daily	2,764	3,090	3,387	-18%
Disc Golf Annual	4	2	2	100%
Total Disc Golf	2,768	3,092	3,389	-18%
Shelters	35	36	43	-18%
Boat Rental	5,925	6,544	5,516	7%
Boat Launches	289	587	468	-38%
<b>Indian Springs</b>				
Shelters	7	13	10	-32%
Event Room	7	974	1,190	-99%
<b>Kensington</b>				
Disc Golf Daily	3,314	3,939	4,675	-29%
Disc Golf Annual	0	2	2	-
Total Disc Golf	3,314	3,941	4,677	-29%
Shelters	27	56	47	-42%
Boat Rental	6,138	9,688	6,437	-5%
<b>Huron Meadows</b>				
Shelters	3	1	1	125%
<b>Hudson Mills</b>				
Disc Golf Daily	1,448	1,418	1,812	-20%
Disc Golf Annual	4	4	3	50%
Total Disc Golf	1,452	1,422	1,814	-20%
Shelters	14	9	12	17%
Canoe Rental	2,178	1,989	1,891	15%
<b>Lower Huron / Willow / Oakwoods</b>				
Shelters	31	32	28	9%
<b>Lake Erie</b>				
Shelters	8	12	9	-8%
Boat Launches	1,878	2,430	2,365	-21%
Marina	6	17	18	-67%

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 3,700	\$ 4,300	\$ 2,567	44%
\$ 5,795	\$ 7,575	\$ 7,748	-25%
\$ -	\$ -	\$ -	-
\$ 6,176	\$ 6,783	\$ 6,168	0%
\$ 9,258	\$ 10,300	\$ 9,772	-5%
\$ 1,400	\$ 950	\$ 633	121%
\$ 8,292	\$ 9,270	\$ 7,808	6%
\$ 145	\$ 60	\$ 87	67%
\$ 8,437	\$ 9,330	\$ 7,895	7%
\$ 7,875	\$ 7,200	\$ 8,600	-8%
\$ 62,799	\$ 65,554	\$ 50,362	25%
\$ -	\$ -	\$ -	-
\$ 350	\$ 950	\$ 917	-62%
\$ 16,600	\$ 9,424	\$ 6,493	156%
\$ 9,942	\$ 11,408	\$ 10,527	-6%
\$ -	\$ 100	\$ 77	-
\$ 9,942	\$ 11,508	\$ 10,604	-6%
\$ 7,775	\$ 12,700	\$ 10,467	-26%
\$ 78,980	\$ 83,912	\$ 67,144	18%
\$ 600	\$ 200	\$ 267	125%
\$ 4,344	\$ 4,254	\$ 4,096	6%
\$ 220	\$ 200	\$ 127	74%
\$ 4,564	\$ 4,454	\$ 4,223	8%
\$ 2,800	\$ 1,800	\$ 2,400	17%
\$ 9,523	\$ 8,763	\$ 8,718	9%
\$ 6,650	\$ 6,750	\$ 5,900	13%
\$ 1,800	\$ 2,500	\$ 1,800	0%
\$ -	\$ -	\$ -	-
\$ 36,052	\$ 36,321	\$ 35,223	2%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>				
Welsh Center	18	48	37	-51%
Shelters	222	362	274	-19%
Boat Launches	3,363	3,072	3,309	2%
Marina	1,908	1,565	1,615	18%
Mini-Golf	5,716	5,872	5,988	-5%
<b>Wolcott</b>				
Activity Center	64	66	67	-4%
<b>Stony Creek</b>				
Disc Golf Daily	11,083	12,135	14,297	-22%
Disc Annual	132	105	82	62%
Total Disc Golf	11,215	12,240	14,379	-22%
Shelters	337	308	322	5%
Boat Rental	12,256	10,061	10,503	17%
Boat Launches	541	1,115	1,224	-56%
<b>Indian Springs</b>				
Shelters	47	58	52	-10%
Event Room	33	3,404	4,141	-99%
<b>Kensington</b>				
Disc Golf Daily	15,301	15,966	18,958	-19%
Disc Annual	142	198	138	3%
Total Disc Golf	15,443	16,164	19,096	-19%
Shelters	305	397	382	-20%
Boat Rental	12,196	14,245	11,800	3%
<b>Huron Meadows</b>				
Shelters	20	22	19	3%
<b>Hudson Mills</b>				
Disc Golf Daily	6,101	6,962	8,105	-25%
Disc Annual	118	159	130	-9%
Total Disc Golf	6,219	7,121	8,235	-24%
Shelters	92	86	99	-7%
Canoe Rental	3,947	2,453	2,959	33%
<b>Lower Huron / Willow / Oakwoods</b>				
Shelters	233	214	229	2%
<b>Lake Erie</b>				
Shelters	62	63	67	-8%
Boat Launches	10,056	8,546	8,805	14%
Marina	77	23	26	192%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 14,575	\$ 27,750	\$ 15,967	-9%
\$ 54,470	\$ 57,810	\$ 58,075	-6%
\$ -	\$ -	\$ -	-
\$ 12,988	\$ 11,758	\$ 12,558	3%
\$ 20,873	\$ 20,969	\$ 21,488	-3%
\$ 11,850	\$ 12,550	\$ 11,957	-1%
\$ 33,249	\$ 41,055	\$ 32,889	1%
\$ 6,920	\$ 4,710	\$ 3,587	93%
\$ 40,169	\$ 45,765	\$ 36,475	10%
\$ 70,035	\$ 61,600	\$ 64,433	9%
\$ 129,640	\$ 115,158	\$ 99,908	30%
\$ -	\$ -	\$ -	-
\$ 6,200	\$ 6,750	\$ 7,717	-20%
\$ 65,730	\$ 41,052	\$ 39,155	68%
\$ 45,903	\$ 47,464	\$ 43,091	7%
\$ 7,490	\$ 6,521	\$ 5,469	37%
\$ 53,393	\$ 53,985	\$ 48,560	10%
\$ 79,460	\$ 89,375	\$ 83,290	-5%
\$ 157,267	\$ 141,693	\$ 131,692	19%
\$ 4,000	\$ 4,400	\$ 3,867	3%
\$ 18,303	\$ 20,886	\$ 18,530	-1%
\$ 6,290	\$ 7,730	\$ 6,190	2%
\$ 24,593	\$ 28,616	\$ 24,720	-1%
\$ 18,400	\$ 17,200	\$ 19,750	-7%
\$ 17,266	\$ 11,931	\$ 13,756	26%
\$ 50,625	\$ 46,800	\$ 48,450	4%
\$ 14,100	\$ 13,400	\$ 19,317	-27%
\$ -	\$ -	\$ -	-
\$ 119,641	\$ 108,643	\$ 116,431	3%

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	21,902	16,450	16,410	33%	97,929	78,807	85,878	14%
Wolcott Mill	2,879	2,940	3,214	-10%	27,032	16,578	21,097	28%
Wolcott Farm	10,573	6,215	8,189	29%	54,048	48,893	54,982	-2%
Stony Creek	19,697	18,292	18,485	7%	117,734	98,820	101,296	16%
Eastern Mobile Center	565	0	565	0%	4,694	0	4,694	0%
Indian Springs	10,427	8,976	10,115	3%	52,933	55,673	56,962	-7%
Kens NC	23,346	24,681	24,668	-5%	163,050	157,261	158,058	3%
Kens Farm	45,818	19,697	28,796	59%	178,218	193,889	182,000	-2%
Western Mobile Center	1,370	3,118	1,856	-26%	10,966	21,840	15,478	-29%
Hudson Mills	3,606	3,884	3,802	-5%	23,869	29,609	27,194	-12%
Oakwoods	14,959	15,362	14,786	1%	94,571	73,866	82,996	14%
Lake Erie	10,075	7,838	10,589	-5%	58,833	28,172	56,040	5%
Southern Mobile Center	1,356	0	1,356	0%	5,773	0	5,773	0%
Totals	166,573	127,453	142,832	17%	889,650	803,408	852,447	4%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 1,379	\$ 2,874	\$ 1,915	-28%	\$ 21,255	\$ 19,319	\$ 16,432	29%
Wolcott Mill	\$ 905	\$ 852	\$ 352	157%	\$ 8,633	\$ 10,552	\$ 6,992	23%
Wolcott Farm	\$ 1,703	\$ 2,452	\$ 2,002	-15%	\$ 44,534	\$ 39,195	\$ 38,673	15%
Wagon Rides	\$ 697	\$ 101	\$ 165	322%	\$ 7,360	\$ 3,029	\$ 2,643	179%
Livestock/Produce	\$ 1,408	\$ 657	\$ 1,610	-13%	\$ 10,809	\$ 19,962	\$ 22,459	-52%
FARM TOTAL	\$ 3,808	\$ 3,210	\$ 3,778	1%	\$ 62,703	\$ 62,186	\$ 63,774	-2%
Stony Creek	\$ 1,156	\$ 3,787	\$ 2,823	-59%	\$ 18,631	\$ 18,294	\$ 17,387	7%
Indian Springs	\$ 3,344	\$ 3,574	\$ 2,578	30%	\$ 24,128	\$ 25,463	\$ 25,697	-6%
Kens NC	\$ 1,320	\$ 1,896	\$ 1,792	-26%	\$ 18,842	\$ 16,312	\$ 15,916	18%
Kens Farm	\$ 2,135	\$ 5,283	\$ 3,542	-40%	\$ 59,449	\$ 41,997	\$ 38,143	56%
Wagon Rides	\$ 3,862	\$ 1,095	\$ 1,674	131%	\$ 18,325	\$ 2,320	\$ 10,818	69%
Livestock/Produce	\$ 1,237	\$ 1,201	\$ 945	31%	\$ 12,160	\$ 12,251	\$ 10,532	15%
FARM TOTAL	\$ 7,234	\$ 7,579	\$ 6,161	17%	\$ 89,933	\$ 56,568	\$ 59,493	51%
Mobile Center	\$ 600	\$ 1,527	\$ 1,935	-69%	\$ 15,167	\$ 13,342	\$ 12,534	21%
Hudson Mills	\$ 1,173	\$ 638	\$ 1,055	11%	\$ 10,066	\$ 10,303	\$ 10,352	-3%
Oakwoods	\$ 1,212	\$ 1,302	\$ 1,144	6%	\$ 10,652	\$ 10,336	\$ 9,922	7%
Lake Erie	\$ 348	\$ 584	\$ 792	-56%	\$ 5,884	\$ 7,493	\$ 6,693	-12%
Totals	\$ 22,478	\$ 27,822	\$ 24,324	-8%	\$ 285,894	\$ 250,167	\$ 245,192	17%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	40	1,084	31	792
Wolcott Mill	6	116	10	657
Wolcott Farm	50	1,685	17	2,160
Stony Creek	46	938	45	953
Eastern Mobile Center				
Indian Springs	48	812	68	1,011
Kens NC	37	292	46	576
Kens Farm	100	1,838	168	1,265
Western Mobile Center				
Hudson Mills	3	51	16	384
Oakwoods	34	409	43	531
Lake Erie	15	364	12	329
Southern Mobile Center				
<b>Totals</b>	<b>379</b>	<b>7,589</b>	<b>456</b>	<b>8,658</b>

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
78	2,381	78	1,742
-	-	-	-
2	650	1	2,000
-	-	-	-
4	565	-	-
-	-	-	-
1	70	1	15
-	-	-	-
12	1,370	30	3,118
3	55	-	-
9	529	7	119
2	709	-	-
32	1,356	-	-
<b>143</b>	<b>7,685</b>	<b>117</b>	<b>6,994</b>

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	18,437	13,772
Wolcott Mill	2,763	2,283
Wolcott Farm	8,238	2,055
Stony Creek	18,759	17,339
Indian Springs	9,615	7,965
Kens NC	22,984	24,090
Kens Farm	43,980	18,432
Hudson Mills	3,500	3,500
Oakwoods	14,021	14,712
Lake Erie	9,002	7,509
<b>Totals</b>	<b>151,299</b>	<b>111,657</b>

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

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

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