

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
August 14, 2014 – 10:30 a.m.
Stony Creek Metropark – Nature Center

1. Chairman's Statement
2. Public Participation
3. Minutes – July 10, 2014 Regular Meeting
4. Approval – August 14, 2014 Agenda

Consent Agenda

5. **Approval – August 14, 2014 Consent Agenda**
 - a. Vouchers – July 2014
 - b. Financial Statements – July 2014
 - c. Approval – 2014/2015 Tax Levy Report (pg. 1)
 - d. Approval – ExecuTime Software, LLC (Time and Attendance) Contract (pg. 5)
 - e. Approval – Restructuring Administrative Services Department (pg. 13)
 - f. Approval – TIFA Exemptions (pg. 15)
6. **Closed Session** – Consult with Counsel regarding strategy and contract negotiations
Section 8(c) of the Michigan Open Meetings Act. M.C.L. 15.268(c).

Regular Agenda

7. Legislative Report (pg. 7)
8. Update – Park Operations
9. **Reports**
 - A. *Lower Huron Metropark*
 1. Bids – Main Park Road Resurfacing Phase III and Tulip Tree Entrance Paving (pg. 23)
10. **Reports**
 - B. *Administrative Office*
 1. Update – Marketing and Communications (pg. 25)
 2. Approval – Five-Year-Plan (pg. 35)
(Separate Attachment)

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
August 14, 2014 – 10:30 a.m.
Stony Creek Metropark – Nature Center
Page Two

10. Reports

B. *Administrative Office*

3. Resolution – Restatement of Retirement Plan and Trust, Effective Oct. 1, 2013
(pg. 37)
4. Resolution – Authorizing Pension Committee's Facilitation of the Administration of Defined Contribution and Deferred Compensation Plans (pg. 115)
5. Metroparks Foundation
 - a. The Huron-Clinton Metroparks Foundation – Amended and Restated Bylaws (pg. 119)
 - b. Report – Appointment of Foundation Board Members (pg. 129)
 - c. Approval – Contract between HCMA and Foundation (pg. 131)

11. Staff Officer Report

12. Other Business

13. Commissioner Comments

14. Motion to Adjourn

A combined *Pension Committee and Retiree Health Care Trust* meeting will take place **prior** to the Thursday, Aug. 14, 2014 Board meeting beginning at **9:00 a.m.** at the Stony Creek Nature Center.

The next regular Board of Commissioners meeting will take place Thursday, Sept. 11, 2014 at **10:30 a.m.** at the Willow Metropark Food Bar area.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Approval – 2014/2015 Tax Levy Report
 Date: August 7, 2014

Action Requested: Motion to Approve 2014 Tax Rate

That the Board of Commissioners approve (1) the 2014 Tax Rate Request forms at .2146 mills; and (2) the inclusion of “net” tax revenues of \$28,087,709 in the 2015 Budget as recommended by Controller Franchock and staff.

Summary: Final 2014 Taxable Value figures used for the calculation of the Metroparks’ 2015 tax revenues have been received from the county treasurer’s offices. At this time, it is necessary for the Board of Commissioners to certify the requested tax levy rate of .2146 mills for each county.

Background: The calculation of the Metroparks’ tax levy millage rate is controlled by the “Headlee” Millage Reduction Formula (Michigan Compiled Law 211.34d) and Proposal A (1994 Public Act 415). Once the Metroparks’ tax levy rate is calculated, it is applied to the “taxable values” throughout the five counties of Livingston, Macomb, Oakland, Washtenaw and Wayne.

The Metroparks’ “taxable value” figure for the five counties for 2014 is \$135.823 billion, an increase of \$923 million (0.7 percent) from the 2013 level of \$134.899 billion. Overall, the Metroparks’ tax base has begun to level out. A slight improvement from last year’s \$626 million (0.5 percent) reduction. Livingston and Washtenaw values saw modest increases in the 2 percent range, Oakland and Macomb saw increases as well in the 1.2 percent and 1.6 percent range; however, Wayne continued to show a decrease in value of (-1.9 percent).

In applying the 2014 taxable value figures to the Headlee Millage Reduction Factor calculation formula, with the permitted inflation rate multiplier of 1.016, the Metroparks will be permitted to again levy .2146 mills for 2015. This is the tenth consecutive year at the same tax rate, with the Metroparks levying 86 percent of the original authorized millage of .2500 mills.

In applying the .2146 millage rate against the district’s 2014 “taxable value” figures, anticipated “gross” tax revenues for 2015 will be \$29,147,709. The breakdown by county is as follows:

	2014/2015 Levy	%	2013/2014 Levy	%	Change
Livingston	\$1,656,383	5.8%	\$1,624,748	5.6%	1.9%
Macomb	5,266,972	18.6%	5,170,419	17.9%	1.9%
Oakland	10,721,459	36.6%	10,546,651	36.4%	1.7%
Washtenaw	3,109,765	10.8%	3,048,395	10.5%	2.0%
Wayne	8,393,130	28.3%	8,560,251	29.6%	(2.0%)
Total	\$29,147,709	100.0%	\$28,950,466	100.0%	0.7%

2014/2015 Tax Levy Report
Page Two

As the Authority has done for the last six years, staff recommends that the Metroparks estimate the amount of “captured” tax revenues and potential tax refunds and adjust the anticipated gross tax revenues down at the start of the budget year. This is due to (1) the number of tax abatement programs which include Downtown Development Authorities (DDA), Local Development Finance Authorities (LDFA), Tax Incremental Finance Authorities (TIFA), Brownfield, and Neighborhood Enterprise Zones; (2) the large number of communities that are utilizing them; and (3) the amounts of Metroparks’ tax revenue that is being captured and refunded.

By booking this adjustment at the beginning of the budget year, we are able to have a more accurate picture of the actual amount of taxes that should ultimately be collected in 2015. Based on trends from the last four years of data from the amount of Metroparks’ tax revenue captured and refunded, the following breakdown details the “net” tax revenues recommended to be used for the 2015 Budget.

	2014/2015 Gross Tax Levy	Estimated Captured Taxes	2014/2015 Net Tax Levy
Livingston	\$ 1,656,383	\$ (35,000)	\$ 1,621,383
Macomb	5,266,972	(50,000)	5,216,972
Oakland	10,721,459	(400,000)	10,721,459
Washtenaw	3,109,765	(75,000)	3,034,765
Wayne	8,393,130	(450,000)	7,943,130
Total	\$ 29,147,709	\$ (1,010,000)	\$ 28,137,709

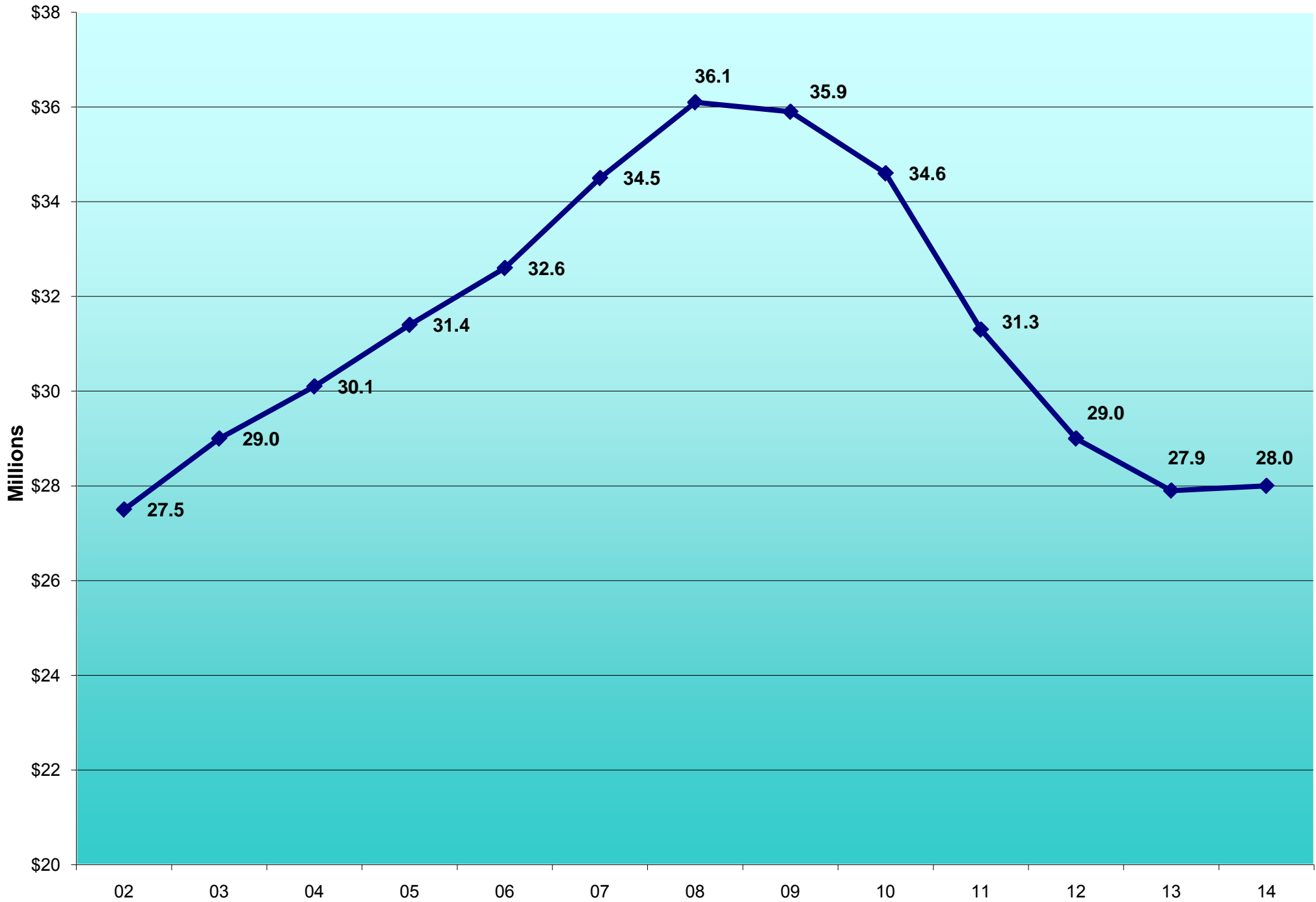
The 2014 Budget was prepared based on anticipated net tax revenues of \$27,910,466. Therefore, the Metroparks anticipates a slight increase in the 2015 budget because the 2015 amount of net tax revenues is \$227,243 higher than the 2014 amount. With this news, the Metroparks will once again be very close to the amount of tax revenues that we were receiving in 2002.

The Metroparks have received confirmation of the calculations of the 2014 tax millage rate and revenues from the State Department of Treasury, Assessment and Certification Division. It is necessary for the Board to certify the 2014 tax levy rate for each county.

Attachment: 2002 – 2014 Tax Revenue Trends

Huron-Clinton Metropolitan Authority Tax Revenues 2002 – 2014

5-c-1



2002 to 2013 are actual tax collections

2014 are budgeted tax revenues



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Joseph W. Colaianne, Corporation Counsel
Subject: Approval – ExecuTime Software, LLC (Time and Attendance) Contract
Date: August 7, 2014

Action Requested: Motion to Approve

That the Board of Commissioner approve the software license contract with ExecuTime Software, LLC as recommended by Controller Franchock and Corporation Counsel Colaianne.

Background: In May 2014, the Board of Commissioners approved the contract with New World Systems (NWS) for software and services to replace the Metroparks financial system. One of the key components of the new ERP system will incorporate human resources and payroll processing functions in-house. As part of the selection process, NWS identified ExecuTime Software as an accessory product for managing time and attendance. The Metroparks will be purchasing the software through NWS, and thus the costs were included in the contract with NWS. However, because this is an accessory product, a separate software licensing agreement is necessary.

Corporation counsel was able to resolve concerns relative to the limitation of liability and warranty provisions with the vendor. The limitation of liability provisions in the contract, are consistent with the same provisions in the HCMA-NWS contract. Moreover, the one-year warranty period begins the later of (1) the date of the complete installation, or (2) the date of commencement of actual use of the Licensed Software by HCMA.

ExecuTime Software, LLC
 1601 S Eucalyptus STE 210
 Broken Arrow, OK 74012



ExecuTime LICENSE AGREEMENT COVER

This License Agreement, by and between ExecuTime Software, LLC, an Oklahoma limited liability company, hereinafter referred to as "ExecuTime", and the organization named below, hereinafter referred to as "LICENSEE":

Huron-Clinton Metropolitan Authority

ORGANIZATION NAME

13000 High Ridge Drive

STREET ADDRESS

Brighton, MI 48114

CITY/STATE/ZIP

810-227-2757

TELEPHONE NUMBER

This License Agreement applies to the ExecuTime Time & Attendance and Advanced Scheduling Software Systems.

Time & Attendance	1000
<i>Licensed Software</i>	<i>Number of Employees</i>
Advanced Scheduling	750
<i>Licensed Software</i>	<i>Number of Employees</i>

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime™ License Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ExecuTime:

ExecuTime Software, LLC

By: _____
Kevin Malone, Manager

Date: _____

LICENSEE:

Huron-Clinton Metropolitan Authority

By: _____

Name: _____

Title: _____

Date: _____

ExecuTime Software, LLC LICENSE AGREEMENT TERMS AND CONDITIONS

WHEREAS, the Licensed Software (as defined below) is included in the software purchased by LICENSEE under that certain Software License and Services Agreement dated May 15, 2014, by and between New World Systems, a Michigan corporation, and LICENSEE (the "New World Agreement"); and

WHEREAS, in addition to the license granted to LICENSEE under Section 3 of the New World Agreement, the Parties desire to set forth in this Agreement the terms of ExecuTime's license of the Licensed Software to LICENSEE.

1. DEFINITIONS

The term "Licensed Software" in this Agreement shall mean all licensed data processing programs consisting of instructions or statements in machine readable form and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection with the licensed data processing programs.

2. TERM

This Agreement is effective from the date on which it is accepted by ExecuTime and will remain in effect unless terminated as provided herein. This Agreement may be terminated (a) by the LICENSEE, with or without cause, upon 30 days prior written notice to ExecuTime, or (b) by ExecuTime if the LICENSEE fails to comply with any of the material terms and conditions of this Agreement and fails to cure the default within 30 days after receipt of written notice stating the exact nature of the default. It is hereby agreed that upon termination of this Agreement for any reason, LICENSEE shall discontinue use of all Licensed Software and all Licensed Software shall be returned to ExecuTime.

3. LICENSE

(a) ExecuTime hereby grants to LICENSEE a License to use the Licensed Software for each of the entities identified on the License Agreement Cover. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement are void without written notification to and the consent of ExecuTime, which consent must not be unreasonably withheld.

(b) As used herein, "Designated Server" means the server on which the object code to the Licensed Software is running for the purpose of allowing Licensee's employees to have access to the Licensed Software. The License is transferable to a backup server when the Designated Server or an associated unit required for use of the Licensed Software is temporarily inoperable, but only until status is restored to the Designated Server and processing on the backup server is completed. ExecuTime agrees that this License extends to the server and computer used by LICENSEE for off-site disaster recovery and for testing purposes.

4. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) ExecuTime warrants that it has the right to market, distribute, support and maintain Licensed Software and that Licensed Software is warranted to conform to the operating specifications as outlined in the applicable software documentation. ExecuTime agrees to correct any error, malfunction or defect if the Licensed Software warranted hereunder fails to conform to the applicable operating specifications and LICENSEE advises ExecuTime of such failure in writing, during the one (1) year warranty period. The one (1) year warranty period starts the the day after the later of (1) the date of the complete installation, or (2) the date of commencement of actual use of the Licensed Software by LICENSEE. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Licensed Software as set forth in the applicable software documentation issued by ExecuTime, that render the Licensed Software unusable.) Except as otherwise provided in this Agreement ExecuTime's liability and LICENSEE's remedies are set forth below:

- (1) For any claim relating to the non-conformance or imperfection of any licensed software provided under this Agreement, ExecuTime will correct the defect so that it conforms to the warranties set forth in this Agreement. If after reasonable attempts to correct the non-conformity, ExecuTime is unable to correct the non-conformity, then LICENSEE may recover its actual damages subject to the limits set forth in subparagraph 2) below.
- (2) Except as otherwise provided in the next sentence of this Section 4(a)(2), ExecuTime's total liability to LICENSEE for claims relating to the Licensed Products, regardless of the form of action, whether in contract or tort including negligence, shall not exceed 125% of the total amount paid by LICENSEE to ExecuTime for the Licensed Software. The limitation of damages set forth in this paragraph shall not apply and LICENSEE may recover its actual damages and costs where the claim for damages and/or costs arises from: (1) the willful

misconduct of ExecuTime; and (2) the acts or omissions of ExecuTime where ExecuTime has agreed to indemnify LICENSEE pursuant to Section 4(c) or Section 4(d).

- (3) Notwithstanding any provision in this Agreement, neither Party shall be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this Agreement or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, and claims against a Party by any third person, even if the Party has been advised of the possibility of such damages.

(b) ExecuTime represents, warrants and covenants that the Licensed Software delivered hereunder, including any upgrades or subsequent releases, shall contain no "Virus". "Virus" shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware or computer system.

(c) Patent and Trademark Indemnification. ExecuTime, at its own expense, shall completely and entirely defend the LICENSEE from any claim or suit brought against the LICENSEE arising from claims of violation of United States patents or copyrights resulting from the ExecuTime or the LICENSEE's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. LICENSEE will provide the ExecuTime with a written notice of any such claim or suit. The LICENSEE will also assist the ExecuTime, in all reasonable ways, in the preparation of information helpful to the ExecuTime in defending the LICENSEE against this suit.

- (1) Should a court order be issued against the LICENSEE restricting the LICENSEE's use of any product of a claim and should the ExecuTime determine not to further appeal the claim issue, at ExecuTime's sole option ExecuTime shall provide, at the ExecuTime's sole expense, the following:
- (i) Purchase for the LICENSEE the rights to continue using the contested product(s), or
 - (ii) Provide substitute products to the LICENSEE which are, in the LICENSEE's sole opinion, of equal or greater quality; or
 - (iii) Refund all amount paid by LICENSEE for the Licensed Software..

(d) In the event that any third party makes a claim or files a lawsuit challenging LICENSEE's right to use the Software, ExecuTime shall defend and indemnify LICENSEE and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that ExecuTime shall have the sole and exclusive right to select and retain counsel for LICENSEE in connection with the defense thereof, and shall make all decisions relating to the conduct of the LICENSEE's defense and any settlement made on behalf of LICENSEE.

(e) This warranty and liability for ExecuTime™ are void in the event that the Licensed Software is not being used with the Designated Server.

(f) ExecuTime and/or Certified Marketing and Technical Associates will provide complete support services as outlined in the ExecuTime LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS AGREEMENT.

(g) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PROTECTION AND SECURITY OF LICENSED SOFTWARE

(a) LICENSEE agrees to use the Licensed Software only as provided herein and only during the term of License granted by ExecuTime and further agrees not to provide or otherwise make available any Licensed Software to any person other than LICENSEE's agents, consultants, contracted personnel or employees without

prior written consent from ExecuTime, and then only on the condition that they acknowledge ExecuTime's statement that the Licensed Software or any part thereof is the property of ExecuTime and is proprietary to ExecuTime. LICENSEE also acknowledges ExecuTime's statement that the Licensed Software is the exclusive property of ExecuTime, constitutes trade secrets of ExecuTime, and agrees to protect the Licensed Software or any part thereof from unauthorized disclosure by its agents, consultants, contracted personnel, employees, LICENSEE, or successors. In the event the License granted hereunder is terminated, the above obligations of LICENSEE with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

(b) LICENSEE agrees to reproduce and include ExecuTime's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Software.

(c) The LICENSEE further agrees to take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to Licensed Software so as to enable the LICENSEE to satisfy the LICENSEE's obligation under this Agreement.

6. MODIFICATION OF LICENSED SOFTWARE

The parties agree that LICENSEE shall have the right to modify any Licensed Software supplied by ExecuTime in machine readable form for LICENSEE's use under this Agreement and on the Designated Server, and may combine such modified Licensed Software with other programs or material from updated work; provided however, upon discontinuance or termination of rights under this Agreement, the Licensed Software supplied by ExecuTime shall be completely removed from the updated work and all such materials and copies shall be returned to ExecuTime in accordance with the provisions of paragraph 8 of this Agreement. ExecuTime shall be under no obligation, however, to make revisions or releases compatible with Licensed Software which has custom modifications.

7. CANCELLATION OF LICENSE

(a) The License granted hereunder may be canceled by ExecuTime if LICENSEE defaults in payment of any amount due under this Agreement for a period of thirty (30) business days after notice of default, or may be canceled at any time upon breach by the LICENSEE of any other covenant of this Agreement if such breach is not corrected within thirty (30) business days after receipt of written notice thereof. LICENSEE's obligation to pay charges which have accrued and damages from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

(b) Notwithstanding any provision contained in this Agreement, the parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement in a court of law.

8. RETURN OF LICENSED SOFTWARE

Within thirty (30) days after the termination or cancellation for any reason of the License granted herein, LICENSEE shall deliver to ExecuTime all copies thereof in whatever form, including partial copies which may have been modified by LICENSEE, and execute a letter so certifying. ExecuTime, LICENSEE may be permitted for a specified period thereafter to retain one copy of certain materials for record purposes.

9. CONFIDENTIALITY

(a) ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

(b) ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants,

contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

(c) Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

10. UPGRADES

(a) If LICENSEE has chosen the Premier Annual Support/Maintenance option, software for software version upgrades is free of charge. However, there is a charge for services on upgrades.

(b) If LICENSEE has chosen the Standard Annual Support/Maintenance option, there is a charge for both software and services.

11. GENERAL

(a) This Agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of the LICENSEE and of ExecuTime and variance from the terms and conditions of this Agreement in any LICENSEE purchase order or other written notification will be of no effect.

(b) Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder (other than an obligation to pay money) if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government (including state and local governments or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more of said governments), national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

(c) Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

(d) Under no circumstances shall any Party to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a Party to the Agreement waives a right, this does not indicate a waiver of the ability of the Party to, at a subsequent time, enforce the right. The payment of funds to the ExecuTime by LICENSEE should in no way be interpreted as a waiver of performance requirements.

(e) Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

(f) Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

(g) Notices. Notices given under this Agreement shall be in writing and shall either be personally delivered, and deemed effective when sent by express delivery service, certified mail, or Registered or Certified U.S. mail postage prepaid, and addressed below:

- (1) If notice is sent to ExecuTime, it shall be addressed to:

ExecuTime Systems Corporation
1601 S Eucalyptus , Sute 210
Broken Arrow, OK 74012

Attention: President

- (2) If notice is sent the LICENSEE, it shall be addressed to:

Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114

Attention: Director and/or Controller

- (3) Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

(g) Reservation of Rights. LICENSEE reserves to itself any and all rights and obligations relating to its existence and operation as a municipal corporation as provided for by law, and this Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of the LICENSEE. In addition to the ExecuTime products and services rendered pursuant to this Agreement, LICENSEE, in its sole judgment and discretion and subject to its fiscal and staffing constraints, reserves the right to supplement any ExecuTime services, as solely deemed appropriate by LICENSEE. ExecuTime agrees to cooperate in all regards with the LICENSEE or any LICENSEE Agents, including any other possible LICENSEE contractors, in the provision of any such LICENSEE authorized supplemental service or efforts.

(h) Change of Control. In the event that ExecuTime is sold to a third party, ExecuTime will provide LICENSEE notice of the sale within thirty (30) days after the closing of the sale, and the Agreement will transfer to the new entity that owns ExecuTime.

(i) Compliance with Laws. ExecuTime shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement.

(j) Permits and Licenses. ExecuTime shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by the LICENSEE, ExecuTime shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Agreement.

(k) Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or Agreement between the Parties concerning the subject of this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. ExecuTime's maintenance of the Licensed Software shall be covered by a separate Support Agreement between the Parties, and all compensation for services rendered by ExecuTime under the Support Agreement shall be paid directly by LICENSEE to ExecuTime.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Restructuring – Human Resources, Marketing and Communications
Date: August 7, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the restructuring of the Human Resources and Marketing and Communications departments as recommended by Director McCulloch.

Fiscal Impact: The net impact of these changes is a \$29,864 increase in personnel costs with a net impact on the 2014 budget of approximately \$12,500.

Background: With the resignation of Carol Stone, administrative services manager, an assessment of the Human Resources and Marketing/Communications departments was conducted to review goals and objectives, identify priorities, and evaluate staffing levels to determine the most effective and efficient means to operate the departments. Staff recommends the following changes be made effective immediately.

- Eliminate the position of Administrative Services Manager. The functions of human resources and marketing and communications will be managed as separate departments utilizing the same classification of Human Resources Manager and Marketing and Communications Manager.
- The functions of the HR Manager are realigned with Corporate Counsel assisting with handling grievance and dispute resolution, contract negotiations and disciplinary matters. The position of HR Manager will be reclassified from Department Head Level 12 to Supervisory Level 12.
- The position of Marketing and Communications Manager at Department Head Level 12 will be filled and be responsible for marketing, communications, media and community relations.
- The Community Relations Coordinator position will be eliminated and replaced with a Community Liaison position at Professional Level 6 as part of the Marketing and Communications Department.
- A third public relations specialist position will be added to the Marketing and Communications department with a focus on media relations and writing.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Joseph Colaianne, Corporation Counsel
Subject: Exemption of Taxes Subject to Capture
Date: August 7, 2014

Action Requested: Motion to Approve Resolutions

That the Board of Commissioners approve the attached resolutions and direct staff to file the resolutions in accordance with the applicable statutes governing the tax increment authorities as recommended by Corporation Counsel Joseph Colaianne and staff.

Attachments: Resolutions

1. City of Dearborn Proposed Brownfield Project Plan #12
(Project Name 22324 Michigan Avenue)
2. City of Royal Oak Brownfield Redevelopment Plan Lumber Yard Lofts

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

**Response to City of Dearborn Proposed
Brownfield Project Plan #12 for the City of Dearborn
Brownfield Redevelopment Authority
(Project Name: 22324 Michigan Avenue)**

Resolution Exempting Ad Valorem Property Taxes

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON AUGUST 14, 2014, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Huron-Clinton Metropolitan Authority has experienced a significant loss in property tax revenue as taxable values have sharply declined;

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority reserves the right to preserve and protect the Authority's tax base across its five-county taxable region;

WHEREAS, the Board of Commissioners authorized staff to pursue tax exemption status under certain Tax Increment Financing plans to protect that tax base;

WHEREAS, Section 4 of Michigan Public Act 381 of 1996, as amended, (MCL 125.2654) provides that the "governing body of a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality in which the qualified facility is located."

NOW, THEREFORE, BE IT RESOLVED that the Huron-Clinton Metropolitan Authority claims full exemption status under the proposed City of Dearborn Proposed Brownfield Project Plan #12 for the City of Dearborn, Brownfield Redevelopment Authority (Project Name: 22324 Michigan Avenue); and as detailed in the public hearing held on or about June 26, 2014 and further detailed in the attached documents.

John E. La Belle, Chairperson

Dated:

Robert W. Marans, Secretary

Dated:

IN TESTIMONY WHEREOF, I have hereto subscribed my name, and have caused the Seal of said Huron-Clinton Metropolitan Authority to be affixed. Sealed and executed at the Administrative Headquarters, Brighton, Michigan on the day and year written.

By: _____
Joseph W. Colaianne, Recording Secretary

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

**Response to City of Royal Oak
Royal Oak Brownfield Redevelopment Authority**

**Project Name: Lumber Yard Lofts
Located at 1210, 1220, 1232, Morse Avenue and 620 East Harrison Avenue**

Resolution Exempting Ad Valorem Property Taxes

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON AUGUST 14, 2014, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Huron-Clinton Metropolitan Authority has experienced a significant loss in property tax revenue as taxable values have sharply declined;

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority reserves the right to preserve and protect the Authority's tax base across its five-county taxable region;

WHEREAS, the Board of Commissioners authorized staff to pursue tax exemption status under certain Tax Increment Financing plans to protect that tax base;

WHEREAS, Section 4 of Michigan Public Act 381 of 1996, as amended, (MCL 125.2654) provides that the "governing body of a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality in which the qualified facility is located."

NOW, THEREFORE, BE IT RESOLVED that the Huron-Clinton Metropolitan Authority claims full exemption status under the proposed City of Royal Oak, Royal Oak Brownfield Redevelopment Authority Project Name: Lumber Yard Lofts, located at 1210, 1220, 1232, Morse Avenue and 620 East Harrison Avenue; and as detailed in the public hearing held on or about July 7, 2014 and further detailed in the attached documents.

John E. La Belle, Chairperson

Dated:

Robert W. Marans, Secretary

Dated:

IN TESTIMONY WHEREOF, I have hereto subscribed my name, and have caused the Seal of said Huron-Clinton Metropolitan Authority to be affixed. Sealed and executed at the Administrative Headquarters, Brighton, Michigan on the day and year written.

By: _____
Joseph W. Colaianne, Recording Secretary

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

327 SEYMOUR

LANSING, MICHIGAN 48933

(517) 371-2577

Fax (517) 482-8866

gmcarr@carrlawfirm.com

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

August 6, 2014

Dear Chairman LaBelle:

The morning after the Primary Election has many in Lansing doing either a post mortem, planning for the General Election, or both. With the Primary complete approximately 90+% of the Legislature has effectively been elected due to reapportionment. With the combined effect of term limits and retirements, the Legislature will have one of the largest turnovers in recent history. Most of the new Senate members will be moving up from the House. Therefore, the House will see the most change as many of the Primary losers were current House members and their replacements will be new to Lansing. Meeting and educating these new members will be a priority for HCMA.

Proposal 1 passed by a sound margin and the phase out of the Personal Property Tax will continue next year. As the new state authority is appointed and begins operation HCMA will be required to meet several reporting and application requirements. These requirements are applicable to all local units and need to be met to qualify for lost revenue replacement.

One of the most significant election results was the victory of former HCMA Commissioner Warren Evans in the primary race for Wayne County Executive. As of this morning some of the results are still outstanding but Evans has a substantial lead. Given the demographics of Wayne County it appears 2015 will see the transition from the Ficano administration.

Respectfully submitted,



George M. Carr



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 506-14B
 Project Title: Main Park Road Resurfacing Phase III and Tulip Tree Entrance Paving
 Project Type: Major Maintenance/Capital
 Location: Lower Huron Metropark, Wayne County
 Date: August 7, 2014

Action Requested: Motion to Approve Contract

That the Board of Commissioners award Contract No. 506-14B to the low responsive, responsible bidder, Cadillac Asphalt, LLC in the amount of \$137,121.60 and transfer \$4,100.00 from Capital Fund Balance to cover the difference between the bid and budgeted amount as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is over budget by \$4,121.60.

Background: This project combines a Capital improvement project to construct a paved entrance drive to the Tulip Tree picnic area along with a Major Maintenance project to resurface 0.64 miles of main park roadway with 1.5 inches of bituminous mixture. The project will also include joint repair and bump grinding.

<u>Contractor</u>	<u>City</u>	<u>Total Amount</u>
Cadillac Asphalt, LLC	Belleville	\$137,121.60
Nagle Paving Company	Novi	\$149,199.00
Barret Paving Materials, Inc.	Ypsilanti	\$150,336.25
Al's Asphalt	Taylor	\$151,913.00
Pavex Corporation	Trenton	\$161,793.26
Florence Cement Company	Shelby Twp.	\$170,297.00
Ajax Paving	Troy	\$173,037.50

Budget Amount for Contract Services and Administration

Capital Tulip Tree Entrance Drive	\$ 14,000.00
Major Maintenance Road Resurfacing	<u>\$130,000.00</u>
Total	\$144,000.00

Work Order Amount

Contract Amount – Cadillac Asphalt LLC	\$ 137,121.60
Contract Administration	<u>\$ 11,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$ 148,100.00

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



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Update – Communications and Marketing
Date: August 7, 2014

Chip Tischer, community relations coordinator will give a verbal update and presentation during the August Board meeting.

Attachment: Media Exposure Report

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
January 30, 2014	TV	DPTV	Big Buck Night Outdoor Show	John McCulloch	Interviewed by Lydia Lohrer, outdoor writer for the Detroit Free Press
February 1, 2014	TV	Wyandotte Public Access Television	Public Access Show	Jeff Schuman & Chase Dowler	Winter Activities
February 6, 2014	Print	WDIV TV: Click on Detroit	Winter Blast: Dog sledding, ice skating and more	Staff	
February 7, 2014	TV	FOX 2	Morning News Show	Adam Haberkorn	Winterblast & Snow Machine
March 6, 2014	Print	Livingston Daily	Kensington selected as Macy's 'Heart Your Park' Recipient	Staff	
March 11, 2014	Print	Livingston Daily	Hey, baby: Kensington welcomes new arrivals	Laura Colvin	
March 11, 2014	Print	Dexter Leader (Heritage Newspapers)	Annual Maple syrup tree tapping marks first sign of spring	Leslie McGraw	
March 12, 2014	Print	Chelsea Standard (Heritage Newspapers)	Maple sugaring season is underway	Nathaniel Siddall	
March 16, 2014	Radio	104.3 WOMC/ 99.5 WYCD			Presence at Wolcott Mill's Maple Syrup Festival
March 18, 2014	Print	Brighton Patch	Metroparks Golf Courses to participate in 2014 Michigan Golf Trail	Staff	
March 19, 2014	Print	Livingston Daily	Kensington visitors get look at maple history	Laura Colvin	
March 19, 2014	Print	Chelsea Standard (Heritage Newspapers)	Ballet Chelsea to host Tutu Run	Nathaniel Siddall	
March 20, 2014	Radio	WWJ Newsradio 950	Jackie Paige	Paul Dushane	Winter Weather Effects on Golf Courses Interview
March 20, 2014	Print	Livingston Daily	Runners to hit trails, aid nonprofit group	Jim Totten	
March 20, 2014	Print	WWJ Newsradio 950	Paul Dushane WWJ Newsradio 950 Interview	Jackie Paige	
March 23, 2014	Print	Livingston Daily	Metropark gets new Ranger	Staff	
March 24, 2014	Print	Observer & Eccentric	Northville community briefs: HCMA Volunteer	Staff	
March 25, 2014	Print	C & G News	Experts believe Stony Creek eagles produced egg or eggs	Sarah Wojcik	
March 26, 2014	Print	Livingston Daily	Metroparks salute police officer from Howell	Staff	
March 28, 2014	Print	Macomb Daily	Health rankings give Macomb County low grades in adult obesity/smoking	Maryann MacLeod	
March 30, 2014	Print	wxyz.com	The Journey to the Sugar Bush	Staff	
April 2, 2014	Print	Macomb Daily	Community Spotlight	Staff	
April 2, 2014	Print	The News-Herald	Lake Erie Metropark to host third annual 5K run/walk	Jackie Harrison-Martin	
April 3, 2014	Print	UpNorthLive.com	Coast Guard warning people to stay off ice	Werly	
April 5, 2014	Print	wxyz.com	Fun things to do this weekend in metro Detroit	Staff	
April 8, 2014	Print	Dexter Leader (Heritage Newspapers)	March of Dimes kicks off March for Babies event at Hudson Mills	Staff	
April 10, 2014	Print	Livingston Daily	Easter events and celebrations planned across Livingston County	Staff	
April 10, 2014	Print	Pride Source	LGBT Couples married on March 22	Shelby Clark Petkus	
April 10, 2014	Print	The Detroit News	Brighton parts 'graveyard' helps resurrect classic Broncos and Ford pickups	Larry Edsall	
April 12, 2014	TV	CBS 62	Michigan Golf Weekly with Jeff Lesson	Jerry Cry	Preview Show - Highlights of all Metroparks Golf Courses
April 12, 2014	Print	Lansing State Journal	Funding to test beach water sparse as summer approaches	Beth LeBlanc & Nicole Hayden	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
April 12, 2014	Print	The Times Herald	Money for beach monitoring hard to come by	Beth LeBlanc & Nicole Hayden	
April 12, 2014	Print	Detroit Free Press	Garden calendar: Gardening events for the week of April 13-26	Staff	
April 13, 2014	Print	Mlive.com	5 things to do around Ann Arbor this wqeeek: Comedian Mark Knope, Easter Egg Scramble and more	Princess Gabbara	
April 13, 2014	Print	The Grand Rapids Press	Birds aplenty at annual bird watching festivals	Howard Meyerson	
April 14, 2014	Print	Macomb Daily	DIA masterpieces return to Macomb County for spring	Mitch Hotts	
April 14-19, 2014	Radio	WHMI			Promotion for Golf at Kensington, Huron Meadows & Hudson Mills (28 spots)
April 18, 2014	Print	Observer & Eccentric	Metroparks taps Plymouth woman for post	Staff	
April 19, 2014	TV	CBS 62	Michigan Golf Weekly with Jeff Lesson	Jerry Cyr	Rebroadcast of Preview Show
April 20, 2014	Print	Livingston Daily	Park system seelcts program planner	Jim Totten	
April 22, 2014	Print	The News-Herald	Downriver golfing guide	Terry Jacoby	
April 23, 2014	Print	Livingston Daily	Metroparks hire new professional golf staff	Staff	
April 24, 2014	Print	Livingston Daily	Metroparks golf staff hires include former Daily employees	Staff	
April 24, 2014	Print	The Voice	Michigan Golf Trail offers player discounts	Barb Pert Templeton	
April 24, 2014	Print	Livingston Daily	Things to do this weekend in Livingston County	Staff	
April 24, 2014	Print	Macomb Daily	Fitness aficionados take over Mount Clemens	Mitch Hotts	
April 25, 2014	TV	Shelby Township TV	Shelby This Week	Ruth Glass	Stony Creek Eagles
April 25, 2014	Print	Observer & Eccentric	Walk for babies, variety of health causes	Staff	
April 25, 2014	Print	Detroit Free Press	March of Dimes fund-raising walks set for Sunday across metro Detroit	Kristen Shamus	
April 26, 2014	TV	CBS 62	Michigan Golf Weekly with Jeff Lesson	Tamra Bezzeg	Highlights of Indian Springs Metropark & Golf Course
April 26, 2014	Print	Livingston Daily	News Briefs: Hamburg Kiwanis seek nominations for citizen award	Staff	
April 28, 2014	Print	The Detroit News	DSO 2014 summer lineup has myster	Michael Hodges	
April 28, 2014	Print	Detroit Free Press	DSO announces summer concert schedule	Mark Stryker	
April 28, 2014	Print	Observer & Eccentric	Sailing institute to offer classes at Kensington	Staff	
April 28, 2014	Print	Observer & Eccentric	Metroparks hire golf pros to staff	Staff	
May 1, 2014	Print	The Voice	Stony Creek 5K event aims to benefit cancer patients	Nicole Tuttle	
May 3, 2014	Print	Dexter Leader (Heritage Newspapers)	Dexter's Hudson Mills Metropark hosting non-timed run to help benefit pageant winner's charity	Staff	
May 3, 2014	Print	The Voice	Wolcott offers Mother's Day fun	Barb Pert Templeton	
May 3, 2014	Print	Livingston Daily	Brighton golfers roll to title in Dexter	Staff	
May 7, 2014	Print	The Times Herald	Club News	Staff	
May 8, 2014	Print	The Times Herald	Weekend Warrior Marathon takes trip through Armada	Paul Costanzo	
May 9, 2014	Print	Observer & Eccentric	Sports Roundup	Staff	
May 9, 2014	Print	WHMI.com	Hudson Mills West River Trail Completed for Metropark	Staff	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
May 9, 2014	Print	The Voice	Event raises funds to 'Save the Manatees'	Barb Pert Templeton	
May 9, 2014	Print	TradeOnlyToday.com	Michigan trade group changes September event dates	Staff	
May 10, 2014	Print	Dexter Leader (Heritage Newspapers)	Kite Network to host Fun Run at Hudson Mills in Dexter	Staff	
May 10, 2014	Print	Macomb Daily	Weekend Warrior Marathon is hit in Armada	Kate Opalewski	
May 12, 2014	Print	Observer & Eccentric	Sailing institute to offer classes at Kensington	Staff	
May 13, 2014	Print	Livingston Daily	Artists venture outdoors, brush up on nature scenes	Jim Totten	
May 13-17, 2014	Radio	WHMI			Promotion for Golf at Kensington, Huron Meadows & Hudson Mills (28 spots)
May 14, 2014	Print	C & G News	Three eaglets confirmed in Stony Creek nest	Sarah Wojcik	
May 14, 2014	Print	Observer & Eccentric	Garden City golfers continue WWAC attack	Ed Wright	
May 14, 2014	Print	Detroit Free Press	Garden calendar: Gardening events for the week of May 11-May 23	Staff	
May 15, 2014	Radio	1290 WLBY - Ann Arbor	The Lucy Ann Lance Show	Kim Jarvis	Border2Border Trail Run Interview: Taking place at Hudson Mills on June 7
May 15, 2014	Print	Advisor & Source Newspapers	Inside/Out comes to Wolcott Mill	Matthew Fahr	
May 15, 2014	Print	Livingston Daily	Family-friendly fun aids ailing children	Amanda Whitesell	
May 15, 2014	Print	Providence Journal	5K Fun Run and Family Walk to Benefit Local Non-Profit	Staff	
May 16, 2014	TV	Shelby Township TV	Shelby This Week	Ruth Glass	Stony Creek Eagles Update
May 16, 2014	Print	Dexter Leader (Heritage Newspapers)	This weekend in Dexter, May 16-18	Staff	
May 20, 2014	Print	Observer & Eccentric	GC's Berger cards round for the ages	Ed Wright	
May 21, 2014	Print	Macomb Daily	Macomb holiday forecast: Good weather, low gas prices	Mitch Hotts	
May 22, 2014	Radio	WCHB - Detroit	Cliff Russell Show	Jim Pershing	Upcoming Memorial Day weekend highlights at the Metroparks
May 23, 2014	Print	Observer & Eccentric	Falcons qualify for golf regional	Dan O'Meara	
May 23, 2014	Print	Observer & Eccentric	Garden City crowned district champions	Ed Wright	
May 23, 2014	Print	Observer & Eccentric	Spartans make cut in tough district	Brad Emons	
May 25, 2014	TV	Fox 2	News at 10:00 p.m. Aired after 11:00 p.m.	Jeff Linn	Veterans Day Golf Special
May 26, 2014	Radio	WCHB - Detroit	Cliff Russell Show	Jim Pershing	Recap about first two day of Memorial Weekend
May 26, 2014	Print	Macomb Daily	Thousands flock to Macomb County beaches	Mitch Hotts	
May 26, 2014	Print	Macomb Daily	Macomb Memorial Day holiday marred by fatal accidents	Mitch Hotts	
May 26, 2014	Print	Dexter Leader (Heritage Newspapers)	10K race June 7 celebrates Hudson Mills Metropark to Dexter trail grand opening	Ben Baird	
May 29, 2014	Print	Livingston Daily	Things to do this weekend in Livingston County	Staff	
May 31, 2014	Print	Dexter Leader (Heritage Newspapers)	Hudson Mills Metropark hosts fun run to tout West River Trail extension	Jim Pruitt	
May 31, 2014	Print	Daily Tribune	Macomb County Sprint and Splash Festival is Saturday	Chad Selweski	
June 2, 2014	Print	MakeMacombYourHome.com	Macomb County is home to fun day camps for kids	Sarah Cormier	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
June 2, 2014	Print	Detroit Free Press	Lifeguard shortage slows pool openings as internships, sports camps lure teens away	Bill Laitner	
June 2, 2014	Print	Livingston Daily	News Briefs: Golf outing will benefit nonprofit dental clinic	Staff	
June 3, 2014	Print	Dexter Leader (Heritage Newspapers)	News and Notes: Dexter trash collection delayed until Saturday, road closure announcement	Staff	
June 3, 2014	Print	Oakland Press	People on the move	Staff	
June 3, 2014	Print	Macomb Daily	Online registration for Sprint and Splash Festival ends Tuesday at 5 p.m.	Chad Selweski	
June 4, 2014	Print	Oakland Press	Oakland County news briefs	Staff	
June 4, 2014	Print	Oakland Press	Homeschooled kids celebrate end of school year with picnic	Staff	
June 4, 2014	Print	Crain's Detroit Business	10 things to do this weekend	Staff	
June 4, 2014	Print	Marines.mil	Michigan, Ohio Marine poolees, recruiters team build during annual pool function	Sgt. Elyssa Quesada	
June 4, 2014	Print	Observer & Eccentric	Discs ready to fly at Kensington Metropark	Staff	
June 4, 2014	Print	PR.com	Michigan Philharmonic Presents Summer Concert Line-Up	Staff	
June 5, 2014	Print	Mlive.com	10K race part of grand opening for Border-to-Border Trail segment	Ben Freed	
June 5, 2014	Print	The News-Herald	Michigan DNR offering free fishing weekend; event to be held at Lake Erie Metropark	Staff	
June 5, 2014	Print	The News-Herald	Oakwoods Metropark celebrates National Trails Day on Saturday	Jim Kasuba	
June 5, 2014	Print	Dexter Leader (Heritage Newspapers)	This weekend in Dexter, June 6-8	Staff	
June 6, 2014	Print	The Voice	A Stroll in the Park at Wolcott Farm and Mill	Barb Pert Templeton	
June 6, 2014	Print	The News-Herald	Seven things to do tomorrow, June 7	Laura Zoochi	
June 8, 2014	Print	Dexter Leader (Heritage Newspapers)	Dexter looks at cost of bridge over rails near Hudson Trail	Jim Pruitt	
June 9, 2014	Web	WXYZ: Channel 7	Metroparks summer fireworks kicks off at Kensington Metropark	Caroline Powers	
June 9, 2014	Print	Observer & Eccentric	Michigan Philharmonic expands summer slate	Staff	
June 9, 2014	Print	Observer & Eccentric	Adventure program includes kayaking, archery for women	Laura Colvin	
June 9, 2014	Print	Observer & Eccentric	Families cool off at metroparks' Splash-N-Blast	Laura Colvin	
June 9, 2014	Print	The News-Herald	Summer calendar: Downriver area events provide plenty of summer fun options	Andrea Blum	
June 10, 2014	Print	Observer & Eccentric	New signal across Milford Road should make crossing safer for equestrians, others	Laura Colvin	
June 10, 2014	Print	The Detroit News	Macomb County leaders, businesses to promote Lake St. Clair	Ursula Watson	
June 11, 2014	Print	Observer & Eccentric	Kensington shines as host site of U.S. Amateur Open	Jeff Theisen	
June 11, 2014	Web	MSU.edu	Michigan Sea Grant offering teacher training on invasive species at Lake St. Clair Metropark	Mary Bohling	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
June 11, 2014	Web	1000HoursOutside.com	2014 Summer Bucket List for Southeast Michiganders	Staff	
June 11, 2014	Print	Daily Tribune	Stony Creek Metropark honored with two awards in May	Staff	
June 11, 2014	Print	Oakland Press	Stony Creek Metropark honored with two awards in May	Staff	
June 12, 2014	Print	The Detroit News	Eco-friendly revamp of Lake St. Clair Metropark's parking lot unveiled	Ursula Watson	
June 12, 2014	Print	Oakland Press	Milford erects first equestrian crossing light in state	Sharon Greene	
June 12, 2014	Print	Livingston Daily	Things to do this weekend in Livingston County	Staff	
June 13, 2014	Web	WHMI.com	Kensington Celebrates Flag Day & Summer w/ Fireworks Show	Staff	
June 13, 2014	Radio	WJR 760	Frank Beckmann Show	John McCulloch	Covered several topics: minnum wage, MI Phil, DSO, fireworks
June 14, 2014	Radio	WHMI			Fireworks Advertising
June 14-15, 2014	Radio	WHMI			Hudson Mills, Huron Meadows & Kensington Golf Promotion
June 16, 2014	Radio	1290 WLBY - Ann Arbor	The Lucy Ann Lance Show	Nan (MI Phil Conductor)	Promoting MI Philharmonic @ Hudson Mills on June 20
June 16, 2014	Print	The Detroit News	Faster test for E. coli tried at Metropark	Jim Lynch	
June 16, 2014	Print	Macomb Daily	New lake lab will provide faster clean-water tests	Chad Selweski	
June 17, 2014	Print	Detroit Free Press	Speedy E. coli testing for Michigan's beaches could be coming with new lab	Associated Press	
June 17, 2014	Print	Midland Daily News	New lab aims to speed water testing at beaches	Associated Press	
June 18, 2014	Print	Macomb Daily	Detroit Symphony Orchestra to perform American classics at metropark	Staff	
June 18, 2014	Print	The Detroit News	What is a Metropark?	John P. McCulloch	
June 18, 2014	Print	Daily Tribune	Metroparks provide natural oasis in urban environment	John P. McCulloch	
June 18, 2014	Print	Detroit Free Press	Chamber festival's weekend concerts take wide-ranging view of Bach	Mark Stryker	
June 18, 2014	Web	MGoBlue.com	Maize & Blue Reveals Eight-Event 2014 Schedule	Staff	
June 18, 2014	Web	CBSDetroit.com	How Safe are Michigna Beaches? Real-Time Water Monitoring Coming to Lake St. Clair	Edward Cardenas	
June 2014 - Ongoing	TV	CMNTV - Troy	Public Access Show	John McCulloch & Mike Lyons	Introductory Episode of Public Access Show
June 18, 2014	Print	Oakland Press	Detroit Symphony Orchestra to perform at Stony Creek Metropark	Staff	
June 18, 2014	Web	MetroParent.com	Michigan Philharmonic Concert at Hudson Mills Metropark in Dexter	Staff	
June 18, 2014	Print	Dexter Area Chamber of Commerce Newsletter	Member Events	Staff	
June 20, 2014	Radio	WHMI			Hudson Mills, Huron Meadows & Kensington Golf Promotion
June 20, 2014	Radio	WDET	Craig Fahle Show	John McCulloch	Detroit Symphony Orchestra Interview
June 20, 2014	Print	Oakland Press	Savor official start of summer on June 21	Carol Hopkins	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
June 20, 2014	Web	LaboratoryEquipment.com	New Lab to Speed Michigan Water Testing	Associated Press	
June 20, 2014	Web	WXYZ: Channel 7	Wheels and Heels 5K at Lake St. Clair Metropark in Harrison Township	Kim Russell	
June 21, 2014	Print	Livingston Daily	John P. McCulloch: What is a Metropark? What isn't a Metropark?	John P. McCulloch	
June 21, 2014	Web	DigitalJournal.com	The Brad Hasler Memorial Fund Seeks Contributions for Silent Auction as Park of First Annual Charity Golf Tournament	Staff	
June 21, 2014	TV	CBS 62	Golf Weekly with Jeff Lesson		Highlights of Hudson Mills Metropark & Golf Course
June 22, 2014	Print	Detroit Free Press	Fireworks, parades and Independence Day themed events in Michigan	Staff	
June 25, 2014	Print	Livingston Daily	Families splash into good times	Laura Colvin	
June 27, 2014	Print	Crain's Detroit Business	These beach snapshots are filling Instagram with #PureMichigan	Anjana Schroeder	
June 27, 2014	Print	Oakland Press	"Godzilla," "Hard Day's Night" in Metroparks in August	Nicole Robertson	
June 28, 2014	Print	The Times Herald	In Brief: Art museum bringing program to metropark	Staff	
June 28, 2014	Print	Macomb Daily	Today's highlights: Festival, canoe races, swimming	Mitch Hotts	
June 28, 2014	TV	WXYZ	7 Action News This Morning	John McCulloch	Fireworks Overview
June 28, 2014	Print	The News-Herald	Three things to do tomorrow, June 29	Laura Zoochi	
June 29, 2014	Print	Detroit Free Press	Fourth of July fireworks and events in metro Detroit and beyond	Dora Robles Hernandez	
June 29, 2014	Web	Mlive.com	5 things to do around Ann Arbor this week: Andrew Bird, fireworks and more	Jenn McKee	
June 29, 2014	Print	Detroit Free Press	Fourth of July fireworks and events in metro Detroit and beyond	Dora Robles Hernandez	
June 29, 2014	Web	Mlive.com	5 things to do around Ann Arbor this week: Andrew Bird, fireworks and more	Jenn McKee	
June 30, 2014	Print	Observer & Eccentric	What is a Metropark?	John P. McCulloch	
July 1, 2014	Web	Mlive.com	Event guide: Family-fun Fourth of July Festivities around Washtenaw County	Kelly McLaughlin	
July 1, 2014	Print	Macomb Daily	Lake St. Clair Metropark hosts annual fireworks show Wednesday night	Mitch Hotts	
July 2, 2014	Print	Ann Arbor News	Storm damage closes Delhi Metropark for two weeks	Dan Meloy	
July 2, 2014	Print	The Voice	Macomb County news briefs	Staff	
July 2, 2014	Print	Detroit Free Press	Best of the best: 5 fun things to do July 3-9	Greg Crawford	
July 2, 2014	Print	The Detroit News	50 things to do for a fun Fourth of July	Staff	
July 3, 2014	Print	Ann Arbor Journal (Heritage Newspapers)	Where to see fireworks in Washtenaw County tonight	Staff	
July 3, 2014	Print	The Detroit News	Michiganians gear up for festive July Fourth holiday	Ursula Watson & Shawn Lewis	
July 4, 2014	Web	Mlive.com	Photo gallery: The annual Hudson Mills Metropark Fireworks	Patrick Record	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
July 4, 2014	Print	Macomb Daily	Macomb County celebrates Fourth of July with picnics, relaxation	Mitch Hotts	
July 4, 2014	TV	FOX 2	9 a.m. News with Derek Kevra	George Phifer, Marcie	Tech Piece: Filip
July 5, 2014	Print	The Detroit News	Detroit Surf Co. makes its own wave far from sea	Michael Martinez	
July 5, 2014	TV	CBS 62	Golf Weekly with Jeff Lesson	Tamra Bezzeg	Rebroadcast of Highlights of Indian Springs Metropark & Golf Course
July 8, 2014	Print	Advisor & Source Newspapers	Township awarded \$272,333 for hike and bike trail expansion, park connection	Sean Delaney	
July 8, 2014	TV	WDIV TV: Click on Detroit		Rep. Forlini	Lake Pollution/HeartLab Interview
July 9, 2014	Print	Observer & Eccentric	Plymouth-Canton Community Calendar	Staff	
July 9, 2014	Print	Macomb Daily	Sound Check: "A Hard Day's Night" restored, returns to theaters	Gary Graff	
July 9, 2014	Web	Mlive.com	Gun Safety Week likely coming to Washtenaw County in July; parks funding on November ballot	Ben Freed	
July 9, 2014	Print	The Detroit News	E.coli contamination closes 2 Macomb County beaches	Ursula Watson	
July 9, 2014	Print	The Detroit News	Mowing at Harrison Twp. Metropark angers visitors	Ursula Watson	
July 10, 2014	Print	The Detroit News	Metroparks will revisit mowing policy after complaints it killed wildlife	Ursula Watson	
July 10, 2014	Print	Macomb Daily	Lake St. Clair Metropark beach reopens, New Baltimore still closed	Chad Selweski	
July 10, 2014	Print	MRPA PROfessional Quarterly	Premier Agency Member Spotlight: Huron-Clinton Metroparks	Renee Armstrong	
July 10, 2014	Web	9and10news.com	Detroit-area park visitors upset with mowing	Staff	
July 10, 2014	Print	Livingston Daily	Fab weekend for music: Beatles tunes, Seger tribute on the horizon	Staff	
July 11, 2014	TV	FOX 2	9 a.m. News with Derek Kevra	Marcie Robinson	Out & About: Kensington, Martindale Beach, Splash N Blast, Disc Golf
July 13, 2014	Print	Crain's Detroit Business	Oil and gas exploration on rise in metro Detroit	Chad Halcom	
July 13, 2014	Web	CBSDetroit.com	Some Metropark Visitors Upset about Mowing	Staff	
July 15, 2014	Print	Livingston Daily	News Briefs: I-96 closure on tap through Friday in Genoa Township	Staff	
July 15, 2014	Web	ModelDMedia.com	Summer weekends in the suburbs: A guide for Detroiters	Patrick Dunn	
July 17, 2014	Print	Macomb Daily	Shelby Township fire chief pleads for caution around water	Frank DeFrank	
July 19, 2014	Web	WHMI.com	Metroparks Stewardship Coordinator Managing Natural Resources	Staff	
July 21, 2014	Print	The News-Herald	Two things to do tomorrow, July 22	Laura Zoochi	
July 22, 2014	Print	Daily Tribune	Stony Creek Distance Run will benefit Special Olympics	Jim Evans	
July 25, 2014	Print	The News-Herald	Four things to do tomorrow, July 26	Laura Zoochi	
July 25, 2014	Print	Tri-County Times	Kensington Metropark: 4,500 acres of golfing, hiking, camping and more, 30 minutes away	Tim Jagielo	

2014 Media Exposure Log

Date	Media	Source	Show/Article	Park Employee/Author	Description
July 25, 2014	Print	Advisor & Source Newspapers	Ray Township: Couple relives 50th meeting anniversary at Camp Rotary	Staff	
July 26, 2014	TV	Channel 7	Peter's Principles	Peter Nielsen & Guests	Kensington boating highlights/healthy lifestyle
July 27, 2014	Web	Mlive.com	Severe thunderstorm warning issued for Washtenaw County; high winds, hail, flooding possible	Kyle Feldscher	
July 27, 2014	Print	Livingston Daily	News Briefs: Metropark festival will feature pair of classic films	Staff	
July 29, 2014	Print	Detroit Free Press	Lake St. Clair Appreciation Day to celebrate roll in tour	Christina Hall	
July 29, 2014	Print	Oakland Press	Huron-Clinton Metroparks work to maintain natural re	Kathleen Quandt	
July 30, 2014	Print	The News-Herald	Two things to do tomorrow, July 31	Laura Zoochi	
July 31, 2014	Print	Detroit Free Press	Names+Faces: See films at parks	Staff	
August 1, 2014	Print	Livingston Daily	Classic flicks and more lightin up parks	Staff	
August 2, 2014	Print	The News-Herald	Four things to do tomorrow, August 3	Laura Zoochi	
TBD	TV	Channel 7	Peter's Principles	Peter Nielsen & Guests	Kensington Paddle Boarding & Biking segment
August 23, 2014	TV	CBS 62	Golf Weekly with Jeff Lesson		Rebroadcast of Highlights of Hudson Mills Metropark & Golf Course
Fall 2014	Web	Detroit Public TV Website	Fall events at various parks		Fall events featured at Wolcott Mill, Indian Springs, Lake St. Clair, Lake Erie & Oakwoods
July 2014/ TBD	TV	Multiple Stations (through Berline buy)		John McCulloch, staff	Park & Golf Offer Spots (through Berline)

Color Key
Radio
TV
Print
Web



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca L Franchock
 Subject: Approval – Five-Year-Plan, 2015 through 2019
 Date: May 27, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the Five-Year-Plan for 2015 through 2019 and related documentation as recommended by Controller Franchock.

Summary: As discussed at the June Board meeting, during the following month we met with staff and each commissioner individually for an opportunity to give further input on the proposed Five-Year-Plan. In addition, during the last month management worked with the Metroparks Employee Bargaining Groups and the Police Officers Association of Michigan to open and extend the current Employment Agreements. Attached for review are staff's current projections for 2015 - 2019 for the General Fund Operating Revenue and Expenditures for Operations, Major Maintenance and Capital. These projections incorporate the proposed rate changes being brought to the Board for approval. Key changes, assumptions and a detailed schedule for capital projects are also included.

Background: The proposed plan will guide the Metroparks through the development of the 2015 Budget and shows the anticipated revenues and expenditures over the next five years.

As proposed, the plan reflects:

Revenues

- Taxes increasing 1.4% to 2.0% annually
- Operating Revenues generally flat plus rate increases
 - Tolling Increases (2016 – \$800,000)
 - Golf Rate Increase (2016 – \$100,000)
 - Turtle Cove Rate Increase (2017 – \$100,000)
- Donation Revenue increasing to four times current average

Expenditures

- Operations increasing 3.0% to 4.3% annually
 - 1% - 2% Full Time Rate Increase
 - Part Time Rates impact of Minimum Wage Legislation \$900,000
 - Group Insurance 8% annual increases
- Major Maintenance
 - Address deferred Road, Lots and Trail Maintenance \$7.7 million

Five-Year-Plan

Page Two

- Administrative Office increasing 1.3% to 1.6%
 - Marketing and Fund Development implemented in 2014
- Capital Improvements - Address deferred maintenance priorities
 - Complete Phases 3 – 5 Stormwater Greenscape Project – Lake St Clair
 - Repurpose obsolete facility (Maple Beach) – Kensington
 - Replace failed park office – Lower Huron
 - Replace deteriorated toll booths – Hudson Mills, Indian Springs and Huron Meadows
 - Road reconstruction – Stony Creek
 - Replace underground fuel storage tanks – Willow
 - Replace failed carpenter shop – Lake Erie
 - Reroute Mill entrance road – Wolcott Mill
- Equipment
 - Reduced spending reflects retaining items longer as utilizing rental and acquisition of used items
 - IT infrastructure improvements \$800,000
- Land – No additional funding for land acquisition
 - Funds are available in the Fund Balance designated for Land

As this Five-Year-Plan is now rolled annually, it is expected to be updated again in the early summer 2015. It is anticipated future plans will continue the pattern begun of utilizing improved planning and budgeting tools. The new ERP system as well as a new Asset Management system will aid the process. Staff will also be looking for new, innovative ways to garner public input in a strategic manner.

The Metroparks continue to face tough economic challenges. The new reality of reduced tax revenues due to a number of legislative and economic issues has created an environment that requires a paradigm shift in the Metropark system. The good news is we have resourceful and enthusiastic employees working to find new ways to support the Metroparks so that it can continue to thrive long-term.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Resolution – Restatement of Retirement Plan and Trust, Effective Oct. 1, 2013
Date: August 4, 2014

Action Requested: Motion for Resolution

That the Board of Commissioners adopt the attached resolution approving the Adoption of the Restatement of HCMA Employees' Retirement Plan and Trust, Effective October 1, 2013 as recommended by Controller Franchock and Corporation Counsel Colaianne.

Background: On October 1, 1952, the Authority approved a Pension Trust Agreement creating the Huron-Clinton Metropolitan Authority Employees' Retirement and Insurance Plan ("Plan"). From time to time, the Plan has been amended. On December 12, 2012, the Board of Commissioners ("Authority Board") voted to restrict participation in the Plan to full-time employees hired prior to January 1, 2013; and seasonal employees hired prior to January 13, 2014. A subcommittee comprised of Rebecca Franchock (Pension Plan Trustee), Joseph Colaianne (HCMA Corporate Counsel), and James VanLeuven (consultant) was formed to review and update the Plan to effectuate the changes directed by the Authority Board and to comply with federal and state law and regulations. Working with benefits attorney, Kal Goren, Miller Canfield Paddock and Stone, PLC the subcommittee proposed the adoption of the Restatement of the HCMA's Retirement Plan and Trust, to be effective October 1, 2013 ("Restatement"). The proposed Restatement of the Plan does the following:

1. Restricts participation in the Plan to full-time employees hired prior to January 1, 2013; and seasonal employees hired prior to January 13, 2014.
2. Increases the representation of the Pension Committee from six (6) to seven (7) voting members by adding a member to represent the retired HCMA employees. (Article 8)
3. Provides consistent definitions for full-time, seasonal and provisional employees.
4. Allows for participant contributions.
5. Provides consistent definitions for "break in service," "service termination" and "reinstatement of service."
6. Allows the Pension Committee to utilize professional investment managers, attorneys, consultants and a custodian.
7. Updates Plan for compliance with federal and state law and regulations and contract obligations.

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

**BOARD OF COMMISSIONERS ADOPTION OF THE AMENDMENT AND RESTATEMENT OF THE
HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES'
RETIREMENT PLAN AND TRUST,
EFFECTIVE OCTOBER 1, 2013 ("PLAN")**

RESOLUTION

Upon motion made by _____,

Supported by _____,

The following Resolution was adopted:

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority (the "HCMA"), effective October 1, 1952, established the Plan for the benefit of its eligible employees; and

WHEREAS, on December 12, 2012 the Board of Commissioners voted to restrict participation in the Plan to full-time employees hired prior to January 1, 2013; and seasonal employees hired prior to January 13, 2014;

WHEREAS, A subcommittee comprised of Rebecca Franchock (Pension Plan Trustee), Joseph Colaianne (HCMA Corporate Counsel), and James VanLeuven (consultant) was formed to review and revise the Plan to effectuate the changes directed by the Authority Board and to comply with federal and state law and regulations; and,

WHEREAS, the Pension Committee has reviewed the attached Amendment and Restatement as prepared by the law offices of Miller, Canfield, Paddock and Stone, P.L.C. and recommends that the HCMA Board of Commissioners adopt the attached Amendment and Restatement, effective October 1, 2013; and,

WHEREAS, the Board of Commissioners of the HCMA has deemed it necessary and desirable to adopt the attached Amendment and Restatement of the Plan, Effective October, 1, 2013; and

NOW, THEREFORE, BE IT RESOLVED, that John McCulloch, Director of HCMA be, and is hereby, directed to execute the attached Amendment and Restatement of the Plan and all documents ancillary to the adoption of the attached Amendment and Restatement, effective October 1, 2013, as prepared by the law offices of Miller, Canfield, Paddock and Stone, P.L.C.

BE IT FURTHER RESOLVED, that the proper officers of the HCMA be, and they are hereby, authorized and directed to take such actions and to execute such documents and instruments and to perform such acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of these resolutions and to file with the appropriate agencies such notifications as are necessary, customary or desirable under the circumstances.

BE IT FURTHER RESOLVED, that all actions heretofore taken with respect to the matters authorized in these Resolutions be, and they hereby are, ratified, confirmed and approved.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, August 14, 2014.

Joseph W. Colaianne, Recording Secretary

HURON-CLINTON

METROPOLITAN AUTHORITY

EMPLOYEES' RETIREMENT PLAN

AND TRUST AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE OCTOBER 1, 2013

TABLE OF CONTENTS

	Page
ARTICLE 1 - DEFINITIONS	1-1
ARTICLE 2 - PARTICIPATION	
2.1 ELIGIBILITY REQUIREMENTS	2-1
2.2 SERVICE	2-1
2.3 BREAK IN SERVICE AND SERVICE TERMINATION	2-1
2.4 REINSTATEMENT OF SERVICE	2-2
2.5 INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES	2-2
ARTICLE 3 - BENEFITS	
3.1 NORMAL FORM - LIFE ONLY	3-1
3.2 OPTIONAL MODES OF PAYMENT	3-1
3.3 CREDITED DEFERRED RETIREMENT	3-3
3.4 EARLY RETIREMENT	3-3
3.5 DEFERRED RETIREMENT BENEFITS	3-6
3.6 DISABILITY RETIREMENT	3-7
3.7 COORDINATION OF BENEFITS	3-7
3.8 DEATH PRIOR TO RETIREMENT	3-8
3.9 MAXIMUM RETIREMENT BENEFITS	3-9
3.10 REQUIRED DISTRIBUTIONS	3-24
3.11 RETIREE INCREASES	3-24
ARTICLE 4 - CONTRIBUTIONS	
4.1 PARTICIPANT'S CONTRIBUTIONS	4-1
4.2 AUTHORITY'S CONTRIBUTIONS	4-1
4.3 IRREVOCABILITY	4-2
ARTICLE 5 - PAYMENT OF BENEFITS	
5.1 APPLICATION	5-1
5.2 CASH OUTS	5-1
5.3 DIRECT ROLLOVERS	5-1
ARTICLE 6 - VESTED BENEFITS	
6.1 PARTICIPANT'S RIGHTS ON TERMINATION OF EMPLOYMENT	6-1
6.2 VESTED BENEFITS	6-1
6.3 DISPOSITION OF VESTED BENEFITS	6-2

TABLE OF CONTENTS

	Page
6.4 DISPOSITION OF FORFEITURES	6-2
ARTICLE 7 - LEAVE OF ABSENCE	
7.1 SICKNESS OR ACCIDENT	7-1
7.2 MILITARY OR GOVERNMENT SERVICE.....	7-1
7.3 LEAVE OF ABSENCE WITHOUT PAY	7-2
ARTICLE 8 - PROVISIONS RELATING TO PENSION COMMITTEE	
8.1 MEMBERSHIP OF PENSION COMMITTEE.....	8-1
8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS.....	8-1
8.3 POWERS AND DUTIES OF PENSION COMMITTEE.....	8-3
8.4 AUTHORITY OF THE PENSION COMMITTEE.....	8-4
8.5 DISCRETIONARY AUTHORITY	8-4
8.6 ACTION OF THE PENSION COMMITTEE.....	8-5
8.7 CLAIMS REVIEW PROCEDURE	8-5
8.8 EXHAUSTION OF REMEDIES.....	8-6
8.9 ELIGIBLE DOMESTIC RELATIONS ORDERS	8-7
8.10 ACTIONS BINDING	8-7
ARTICLE 9 - PROVISIONS RELATING TO TRUSTEE	
9.1 POWERS AND DUTIES OF TRUSTEE.....	9-1
9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE	9-4
ARTICLE 10 - GENERAL PROVISIONS	
10.1 NON-ALIENATION OF BENEFITS	10-1
10.2 RIGHTS TO EMPLOYMENT	10-1
ARTICLE 11 - RIGHT TO AMEND OR DISCONTINUE PLAN	
11.1 DISCONTINUANCE OF PLAN.....	11-1
11.2 AMENDMENT OF PLAN	11-1
ARTICLE 12 - PROVISIONS ON DISCONTINUANCE OF PLAN	
12.1 TERMINATION.....	12-1
12.2 ALLOCATION OF ASSETS	12-1
12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF PLAN	12-2
ARTICLE 13 - MISCELLANEOUS PROVISIONS	13-1

TABLE OF CONTENTS

Page

ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES

14.1	COVERAGE OF SEASONAL EMPLOYEES	14-1
14.2	DEFINITIONS FOR SEASONAL EMPLOYEES	14-1
14.3	ELIGIBILITY REQUIREMENT	14-1
14.4	SERVICE.....	14-1
14.5	NORMAL FORM - LIFE ONLY	14-1
14.6	VESTING SCHEDULE.....	14-1
14.7	BENEFIT FORMULA.....	14-1
14.8	DISABILITY RETIREMENT.....	14-2

***TWENTY-SEVENTH RESTATEMENT OF THE HURON-CLINTON METROPOLITAN
AUTHORITY EMPLOYEES' RETIREMENT PLAN***

PREAMBLE

WHEREAS, HURON-CLINTON METROPOLITAN AUTHORITY (the "Authority"), is a Michigan public body corporate (sometimes referred to as the "Plan Sponsor"), adopted a retirement plan intended to be "tax-qualified" as that term is used in the Internal Revenue Code of 1986, as amended, for the benefit of its eligible employees, effective October 1, 1952 and now known as the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT PLAN ("Plan"); and

WHEREAS, effective October 1, 1952, the Authority entered into a certain Pension Trust Agreement by which was created the Huron-Clinton Metropolitan Authority Employees' Retirement and Insurance Plan; and

WHEREAS, the Authority reserved the right to amend the Agreement as it may deem advisable as provided and under conditions prescribed therein and as subsequently amended by the Nineteenth (Restatement), Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third, Twenty-Fourth, Twenty-Fifth and Twenty-Sixth (Restatement) Amendments thereto; and

WHEREAS, the Plan was most recently restated with the Twenty-Sixth (Restatement) Amendment thereto and has been amended six (6) times subsequent to the adoption thereof; and

WHEREAS, the Authority has determined it is necessary to restate the Plan in its entirety; and

WHEREAS, by resolution dated December 13, 2012, the Authority has restricted participation to employees hired before January 1, 2013; and

WHEREAS, Article Eleven, Section 11.2 of the Twenty-Sixth Restatement grants the Authority the power to amend and restate the PLAN in its entirety, in the manner and to the extent hereinafter set forth and the TRUSTEE is amenable to such amendment and restatement.

THIS AGREEMENT, as to the amendment and restatement of the Plan will not affect such prior Pension Trust Agreement provisions except as specifically stated herein.

THIS AGREEMENT shall not nor does it affect the rights and benefits of any former Employee who retired, died or otherwise terminated employment with the Authority before October 1, 2013, except as specifically stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Authority hereby amends and restates the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT PLAN, effective as of October 1, 2013 (except as otherwise noted) in the following manner:

ARTICLE 1- DEFINITIONS

As used in the Plan, the following words, terms, and phrases will have the meanings defined below unless a different meaning is plainly required by the context:

1. *ACTUARIAL EQUIVALENT* means for all options specified in the Plan, the Unisex Pension-1984 Table will be used based on an interest rate of 7½% unless stated otherwise. In the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on the Pension Benefit Guaranty Corporation interest rate for Normal Retirement Benefits published approximately thirty (30) days prior to the payment of the benefit. Effective for the Park Superintendent/Department Head and Police Officers Association of Michigan Park Rangers Units as of February 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Supervisory and Professional Units as of March 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Non-Supervisory Units as of July 14, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Seasonal Employees as of January 1, 1994 and ending December 31, 2013, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%.
2. *ACTUARIAL GAIN* means the difference between an amount determined using the actuarial assumptions (*i.e.*, investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.
3. *ANNIVERSARY DATE* means for Plan Years beginning before January 1, 2014, October 1, and for Plan Years beginning after September 30, 2014, January 1 of each Plan Year thereafter.

4. *ANNUITANT OR RETIREE* means any Participant retired and receiving retirement income benefits under the Plan.
5. *AUTHORITY* means Huron-Clinton Metropolitan Authority, a public corporation organized and existing under the laws of the State of Michigan.
6. *BENEFICIARY* means any person or persons designated by a Participant to receive any benefits which may be payable under the Plan upon or after the Participant's death.
7. *BOARD OF COMMISSIONERS* means the Board of Commissioners of the Authority, as constituted from time to time.
8. *CODE* means the Internal Revenue Code of 1986, as amended.
9. *COMMITTEE* means the Pension Committee or Committee which will direct the general administration of the Plan in accordance with the provisions hereof.
10. *COMPENSATION RATE* means an Employee's regular or basic rate of pay (e.g. hourly, daily, weekly, monthly or annual, including any amounts deferred) on the August 1 next preceding the Effective Date and on the August 1 next preceding each Anniversary Date thereafter and will be exclusive of bonuses, overtime pay or other extra compensation of any kind.

For years beginning after December 31, 1988, the annual compensation of each Participant taken into account under the Plan shall not exceed two hundred thousand dollars (\$200,000). This limitation shall be adjusted by the Secretary at the time and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year and the first adjustment to the two hundred thousand dollar (\$200,000) limitation is effected on January 1, 1990.

For years beginning on or after January 1, 1989, and before January 1, 1994, the annual compensation of each Participant taken into account for determining all benefits provided under the Plan for any Plan Year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning with or within such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990.

For years beginning on or after January 1, 1994, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination

period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with Code Section 401(a)(17)(B).

In addition to other application limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1996, the annual compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1996, any reference in this Plan to the limitation under Code Section 401(a)(17) shall mean the OBRA'93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining a Participant's benefits accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, 'for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1996, the OBRA '93 annual compensation limit is \$150,000.

Unless otherwise provided under the Plan, each Code Section 401(a)(17) Participant's accrued benefit under this Plan will be the greater of the accrued benefit determined for the Participant under (a) or (b) below:

- (a) the Participant's accrued benefit determination with respect to the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's total years of Service taken into account under the Plan for the purposes of benefits accruals, or
- (b) the sum of:
 - (i) the Participant's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1996, frozen in accordance with Section 1.401(a)(4)-13 of the regulations, and

- (ii) the Participant's accrued benefit determined under the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's years of service credited to the Employee for Plan Years beginning on or after January 1, 1996, for purposes of benefit accruals.

A Code Section 401(a)(17) Participant means a Participant whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1996, is based on compensation for a year beginning on or after January 1, 1996, that exceeded \$150,000.

For Plan Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination period shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year. For Limitation Years beginning after December 31, 1997, Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under Code Section 125(a) Code Section 457(b). For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

- 11. *DISABILITY RETIREMENT DATE* means the first day of the month next following the date such Participant is approved and notified as being eligible for disability benefits for disability benefits as determined by the Social Security Administration ("SSA"). The SSA determined effective date for benefits is not the Disability Retirement Date where the SSA effective date occurs prior to the date of such notification.
- 12. *EARLY RETIREMENT DATE* means the first day of the month next following the date such Participant terminates employment with the Authority subsequent to his fifty-fifth (55th) birthday (but prior to his Normal Retirement Date) and after having completed ten (10) or more years of Service.
- 13. *EFFECTIVE DATE of this Plan* means October 1, 1952. Except as otherwise provided, this Restatement is effective October 1, 2013.
- 14. *ELIGIBILITY DATE* means the Anniversary Date on which the Employee first becomes eligible to become a Participant under the Plan.

15. *EMPLOYEE* means any person employed and classified by the Authority on a full-time basis who was hired and started employment with the Authority before January 1, 2013 and Part-Time Seasonal Employee hired before January 1, 2014. Full-Time Employees are those regularly scheduled to work at least 40 hours in any one calendar week. Retired employees, Provisional employees (that is, persons employed and compensated for not more than 1500 hours in a calendar year and receive no benefits), persons employed on a retainer or fee basis, and persons on the Board of Commissioners who are not regular Full-Time Employees will not be included within the meaning of “Employee”. For these purposes, an Employee is an individual whom the Authority exercises control over the hiring, firing, discipline and promotion of, as well as controls when, where and how the worker performs his or her job. In the event an individual whom the Authority has classified as an independent contractor is subsequently determined, by a court of competent jurisdiction, to be a common law employee, such determination shall be effective for the purposes of this Plan only as of the first day of the first Plan Year after such determination. Employee shall mean any Full-Time Employee of the Authority or of any other employer required to be aggregated with such employer under Code Sections 414(b), (c), (m) or (o). The term Employee shall also include any leased employee deemed to be an employee of any employer described in the previous paragraph as provided in Code Sections 414(n) or (o). The term “leased employee” means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. A leased employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross

income under Code Sections 125, 402(e)(3), 402(h)(1)(B) or 403(b), (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent of the recipient's nonhighly compensated workforce.

16. *ESTIMATED SOCIAL SECURITY BENEFIT* for leveling option only means an estimate of the annual Primary Social Security Benefit to which an Employee would be entitled as of attainment of age sixty-two (62) based on the assumptions that:
- (a) The Employee has been continuously covered under the Social Security Act since the later of 1951 or the Employee's twenty-first (21st) birthday.
 - (b) The Employee's compensation for the calendar year preceding his date of termination of employment was equal to his annualized Compensation Rate for such year.
 - (c) For each calendar year prior to each year in (b), such compensation shall be assumed to have changed in proportion to the national average wage determined by the Social Security Administration for a particular year. An estimate of such wage shall be made only for years for which a national average wage has not been determined.
 - (d) The Employee shall be deemed to have received no remuneration for Social Security purposes subsequent to the December 31 coincident with or immediately preceding the date of termination of employment.

The aforesaid estimate shall be based upon the Social Security Act in effect on the January 1 coincident with or immediately preceding termination of employment.

17. *FINAL AVERAGE EARNINGS* means the average of Monthly Compensation paid in the five (5) consecutive years during the last ten (10) years preceding retirement which will produce the highest benefit for the Participant. If a Participant has less than five (5) consecutive years of Plan Participation, Final Average Earnings means the Compensation paid for the actual years of Participation, provided further that the Compensation in any year in which the Participant has a Break in Service will be disregarded and Compensation paid in the years immediately before and after the Break(s) in Service, as the case may be, will be used as consecutive years as though the Break in Service did not occur.

18. *HIGHLY COMPENSATED EMPLOYEE AND NON-HIGHLY COMPENSATED EMPLOYEE* is an Employee who is not a Highly Compensated Employee. The term highly compensated employee means any employee who, for the preceding year, had compensation from the Authority in excess of \$80,000. The \$80,000 amount shall be adjusted at the same time and in the same manner as under Code Section 415(d), except that the base period shall be the calendar quarter ending September 30, 1996. For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year. The determination of whether a former employee is a highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Section 1.414(q)-1T, A-4 of the temporary Income Tax Regulations and Notice 97- 45. In determining who is a Highly Compensated Employee, the Authority makes a top paid group election. The effect of this election is that an employee with compensation in excess of \$80,000 (as adjusted) for the look-back year is a Highly Compensated Employee only if the employee was in the top-paid group for the look-back year. In determining who is a Highly Compensated Employee, the Authority makes a calendar year data election. The effect of this election is that the look-back year is the calendar year beginning with or within the look-back year.
19. *MONTHLY COMPENSATION* will be determined as follows:
- (a) For each Employee paid on an hourly basis, 173.333 multiplied by his hourly Compensation Rate.
 - (b) For each Employee paid on a bi-weekly basis, 2.167 multiplied by his bi-weekly Compensation Rate.
 - (c) For each Employee paid on an annual basis, .083 multiplied by his annual Compensation Rate.
20. *NORMAL RETIREMENT AGE* means a Participant's 65th birthday.
21. *NORMAL RETIREMENT DATE* means the first day of the month coincident with or next following his 65th birthday.

22. *PARTICIPANT* means an Employee who has joined the Plan as provided in Article 2 prior to January 1, 2013 or, if applicable as to Seasonal Employees hired before January 1, 2014, Article 14 hereof.
23. *PLAN YEAR* means the twelve (12) consecutive month period corresponding to the Authority's taxable year, ending every December 31, commencing on January 1, 2015, after a short Plan Year of October 1, 2014 through December 31, 2014. The Limitation Year is the Plan Year.
24. *PLAN* means the Retirement Plan set forth in this instrument, as amended from time to time.
25. *SERVICE* means any period of full-time employment by the Authority as an Employee as shown by the records of the Authority and as defined in Article 2 or, if applicable, Service as defined in Article 14.
26. *SOCIAL SECURITY RETIREMENT AGE* means the age used as the retirement age for an Employee under Section 216(1) of the Social Security Act.
27. *TOTALLY AND PERMANENTLY DISABLED* means a Participant who applies and qualifies for disability benefits as determined by the Social Security Administration.
28. *TRUSTEE* means the Trustee named herein, and any duly appointed Successor Trustee. Masculine gender will include the feminine, and wherever appropriate, the singular will include the plural or the plural may be read as the singular.

It is noted that certain technical terminology is used throughout this document to comply with various regulatory requirements in order to maintain the Plan's tax qualified status. As specified in Section 8.3, the Pension Committee will construe the terms of this document, including disputed or doubtful terms, even if there is a judicial determination that a previous interpretation of the same Plan terms were arbitrary or capricious.

ARTICLE 2 - PARTICIPATION

2.1 ELIGIBILITY REQUIREMENTS

Each Employee will be eligible to become a Participant on the first Anniversary Date on which he meets the following requirements:

- (a) He has attained his 21st birthday, and
- (b) He has completed at least one (1) year of Service.

The Anniversary Date on which an Employee becomes eligible to participate under the Plan is hereinafter referred to as the Employees' "Eligibility Date".

2.2 SERVICE

- (a) Except as may be adjusted by reason of Section 2.4, Service Commencement Date is the most recent full-time employment date by the Authority.
- (b) Service Termination Date is the date on which continuous service with the Authority is broken by reason of termination of employment with the Authority, death, loss of re-employment rights following a military leave of absence, or the last date paid by the Authority or receipt of notice of the determination of permanent Disability by the Social Security Administration. A Service Termination Date shall be the earlier of the last date for which the Employee is compensated by the Authority or their Date of Retirement.
- (c) Service is the amount of full-time employment, computed to the nearest month with paid employment for at least one hour in a month equaling one month, between the Service Commencement Date and the Service Termination Date.

2.3 BREAK IN SERVICE AND SERVICE TERMINATION

A "Break in Service" will occur when an Employee terminates their employment with the Authority and is re-employed within twelve (12) months of their Service Termination Date. Service will not be recognized with respect to the period during which Employee was not employed by the Authority. Employees that incur a Break In Service are eligible to receive Benefits under this Plan. A "Service Termination" will occur when an Employee terminates their employment with Authority and is not re-employed within twelve (12) months of their service Termination Date.

2.4 REINSTATEMENT OF SERVICE

A “Reinstatement of Service” occurs when an Employee that has terminated their employment with the Authority and is then re-employed twelve (12) months after their Service Termination Date. Employees that are reinstated twelve (12) months after their Service Termination Date are eligible for the Authority’s defined contribution retirement plan only as of the date of such rehiring.

2.5 INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES

Notwithstanding anything contained herein to the contrary, the Executive Director’s Service with any county that is a member of the Authority shall be used in determining his or her Service for benefit and vesting purposes under this Plan.

ARTICLE 3 - BENEFITS

3.1 NORMAL FORM - LIFE ONLY

- 3.1.1. The normal form of benefit at retirement will be a monthly life annuity payable to the Participant commencing on his Normal Retirement Date or any other retirement date, and terminating with the last payment preceding his death. A Participant may elect, in lieu of the normal retirement benefit, any optional mode of payment as specified in Section 3.6.
- 3.1.2. The retirement benefit on the normal form to which each Participant may become entitled under the Plan will be determined in accordance with the following formula, to a maximum of 71 % of Final Average Earnings as applicable: 2.0% of Final Average Earnings for each year of Service or fraction thereof at retirement.
- 3.1.3. Benefits computed under the foregoing formula will be subject to a minimum of \$291.12 per month on the normal form, but if the Participant will have completed less than 25 years of Service at retirement, such benefit will be subject to a reduction of 1/25 for each year of Service, or fraction thereof, less than 25 at retirement. Benefits will be paid only at Normal Retirement Age, or on death, disability, termination of employment, Plan termination, or attainment of age 62.
- 3.1.4. All Benefit calculations of each option available to the Employees under this Plan will be computed by an actuarial consultant selected and under contract with the Authority as selected by the Pension Committee.

3.2 OPTIONAL MODES OF PAYMENT

(a) Joint Annuity Option

A married Participant will have the option to convert the normal form of retirement (life only) into a reduced retirement benefit for himself, with the provision that 100% or 50% of such reduced retirement benefit, according to his election, will be continued to his Spouse, if such Spouse is living at the time of the Participant's retirement. Spouse means the person the Participant is married to at the time of such termination based on the law of the place of celebration. The 100% Joint Annuity Option may be elected with 120 monthly payments guaranteed. Effective January 1, 1994, if a Participant's spouse dies before the

Participant and after benefits commence, the retirement benefit payable to the Participant shall be converted back to the normal form of retirement and such normal form of retirement shall be payable to the Participant commencing on the first day of the month coincident with or next following such spouse's death. This provision is applicable to all Participants for spousal deaths that occur on or after January 1, 1994.

(b) Period Certain Option

A Participant will have the option to convert the normal form of retirement (life only) into a retirement benefit payable as long as he lives, but guaranteed for a period of ten or fifteen years, according to his election, beginning on the date retirement payments commence. If the Participant dies before expiration of the guaranteed period, such payments will be continued to a designated beneficiary, or, in the absence of a surviving designated beneficiary, the commuted value of such payments will be paid to the Participant's estate in one single-sum. If the designated beneficiary should die after having received at least one payment and if further payments are due after his death, such further payments will be made to any person designated by the Participant as an alternate beneficiary or, in the absence of an alternate surviving beneficiary, the commuted value of such payments will be paid to the estate of the last surviving beneficiary in one single-sum.

(c) Single-Sum Option

A Participant has the option to convert the normal form of retirement (life only) into an Actuarial Equivalent single-sum payment, provided that any Participant who is a member of the Huron-Clinton Metropolitan Authority Employees' Association and who retires on a Disability Retirement may not elect the option described in this subsection (c). Employees first hired after January 1, 1994 shall not be eligible to elect this single sum optional mode of payment.

(d) Social Security Leveling Option

A Participant who is eligible for Early Retirement and who retires prior to attainment of age 62 will have the option to convert the 100% joint annuity option form, the ten year period certain option, or the normal form of retirement benefit

(life only) into an increased monthly benefit payable for each month prior to the Participant's attainment of age 62 and a reduced monthly benefit payable thereafter according to the form of benefit elected. The amount of monthly benefit will be determined as follows:

- (i) The increased monthly benefit payable prior to the Participant's attainment of age 62 will equal the sum of (A) and (B) where:
 - (A) is the Participant's Early Retirement benefit, adjusted for the 100% joint annuity option, if applicable, and calculated as if this Social Security Level Income Option had not been elected; and
 - (B) is the Estimated Social Security Benefit as determined in accordance with Article I, Section 16, reduced to an Actuarially Equivalent amount based upon the number of months the commencement date of the Early Retirement benefit precedes the first day of the month following the date the Participant attains age 62.
- (ii) The reduced monthly benefit payable subsequent to attainment of age 62 shall be equal to the benefit calculated in (A) above minus the Estimated Social Security Benefit without the reduction for early commencement provided in (B) above.

In the event of the Participant's death, the benefit payable to the Spouse or beneficiary of such Participant will continue as provided by the option elected. The amount of such benefit will be determined based on the Participant's sixty-second (62nd) birthdate.

3.3 CREDITED DEFERRED RETIREMENT

The retirement benefit to which a Participant who elects to remain an Employee of the Authority after Normal Retirement Date will be entitled to is the amount determined under the foregoing formula with Service and Final Average Earnings to such actual retirement.

3.4 EARLY RETIREMENT

- (a) Prior to January 1, 2002: The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early

Retirement Date. In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to Normal Retirement Date, will have their benefit reduced by one half of one percent ($1/2$ of 1%) for each month by which the elected benefit payment commencement date precedes Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixty-first (61st) birthday, will have their benefit reduced by one-fourth of one percent ($1/4$ of 1%) for each of the first twelve (12) months by which the elected benefit payment commencement date precedes the first day of the month coincident with or next following their sixty-first (61st) birthday and one-half of one percent ($1/2$ of 1%) for each month in excess of twelve (12) months. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixty-first (61st) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to Normal Retirement Date. Effective January 1, 1994, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 67% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 67% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(b) On or after January 1, 2002:

The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date.

In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to Normal Retirement Date, will have their benefit reduced by one-half of one percent ($1/2$ of 1%) for each month by which the elected benefit payment commencement date precedes Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixtieth (60th) birthday, will have their benefit reduced by one-half of one percent ($1/2$ of 1%) for each month by which the elected benefit payment commencement date precedes their sixtieth (60th) birthday. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixtieth (60th) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to Normal Retirement Date. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings, The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(c) Effective April 1, 2012:

Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to June 30, 2012 and is employed in one of the following Huron-Clinton Metropolitan Authority Employees' Association bargaining units:

Department Head Unit
Supervisory Unit
Professional Unit
Non-Supervisory Unit

will be offered a one-time irrevocable election to retire under the following conditions:

- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date.
 - (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.
 - (iii) Participant must complete valid retirement application on or after April 1, 2012 and prior to June 30, 2012.
- (d) Effective February 1, 2013:
- Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to April 30, 2013 and is employed in the Huron-Clinton Metropolitan Authority Rangers (Police Officers) bargaining unit will be offered a one-time irrevocable election to retire under the following conditions:
- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date;
 - (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings; and
 - (iii) Participant must complete valid retirement application on or after February 1, 2013 and prior to April 30, 2013.

3.5 DEFERRED RETIREMENT BENEFITS

A Participant who defers retirement in accordance with the provisions of Section 3.2, or 3.3 will, beginning on his deferred retirement date, receive the adjusted retirement benefit under any option he may have elected. Provided, however, that any Participant whose Actuarial Equivalent

single sum payment value of his benefit is equal to or less than \$10,000 may elect to receive his benefit as an immediate cashout under Section 5.2.

3.6 DISABILITY RETIREMENT

The retirement benefit to which a Participant who qualifies and applies for Disability Retirement will be entitled is the amount determined under the normal formula, based on such Participant's Service to his Disability Retirement Date, without reduction for Early Retirement. The initial determination of Total and Permanent Disability by the Social Security Administration will be deemed to be final and conclusive.

3.7 COORDINATION OF BENEFITS

(a) Short Term and Long Term Disability

The Monthly Disability Retirement Benefit will be reduced by the amount of any benefits received under the Short Term Disability Benefit and the Long Term Disability Insurance provided by the Authority.

(b) Workers' Compensation Benefits

In determining the monthly retirement benefits payable to any Retired Participant, a deduction shall be made for Workers' Compensation benefits (except payments allocated for hospitalization, fixed statutory payments for the loss of any bodily member, payments for loss of industrial vision or legal fees).

If Workers' Compensation benefits are stated as a specified amount per week for a designated calendar period, then the monthly amount shall, for purposes of this section, be 4-1/3 times such weekly amount. For any calendar month during which the amount of benefits deductible under this section, when thus computed on a monthly basis, exceeds the amount of the monthly retirement benefit otherwise payable for that month, no retirement benefit shall be payable. For any calendar month in which the amount of benefits deductible under this section, when computed on a monthly basis, is less than the monthly retirement benefit payable for that month, such lesser amount shall be deducted from the monthly retirement benefit payable for that month.

If Workers' Compensation is not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly pension benefits first become payable, then an equivalent monthly amount of such award

shall be computed, for purposes of this section, at 4 1/3 times the amount of the weekly Workers' Compensation benefit provided by the applicable statute for the Retired Participants and the Retired Participants' dependents. The total Workers' Compensation award shall be divided by such computed equivalent monthly amount to determine the number of months and fractions of months during which monthly retirement benefits shall be reduced or suspended all together.

Lump sum awards providing for the payment in advance of Workers' Compensation benefits which are definitely allocable to specific weeks in a calendar period will be deducted on the same basis as if the award had been payable on a weekly basis.

3.8 DEATH PRIOR TO RETIREMENT

- (a) Notwithstanding any other provisions of the Plan, no benefits are payable from the Plan in the event a Participant dies with less than twenty-five (25) years of Service as of the Anniversary Date of the calendar year of death, and such death is prior to the date on which his retirement benefit or deferred retirement benefit is to commence.
- (b) The death benefit payable to the spouse of a Participant with at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1 reduced to the Actuarial Equivalent of a 50% Joint Annuity Option (as described in Section 3.6(a)) with 120 monthly payments guaranteed. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue as long as such Participant's spouse lives, but guaranteed for a period of 120 months beginning on the date the death benefit payments commence under the conditions set forth herein. If such spouse dies before expiration of the 120 month guaranteed period, such payments will continue to a designated beneficiary who must be a legal dependent of the Participant as of the date of death. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. If there is no such designated beneficiary, payments shall cease upon the death of the spouse.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

- (c) The death benefit payable to the legal dependent of a Participant who does not have a spouse but has at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue for the lesser of ten (10) years or until each such legal dependent attains age twenty-five (25). As each such legal dependent attains age twenty-five (25), the share shall be distributed equally to each of the other eligible legal dependents.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

For purposes of Sections 3.7(b) and (c) the term "legal dependents" has the same meaning as the word "dependent" as set forth in Code Section 152(a) or any successor section of the Code.

- (d) Election of Option 3.6(a), or of 3.6(d) with the 100% annuity, will be null and void in the event the joint annuitant's death occurs after the election in Section 5.1 becomes final, but before the date on which retirement benefits are to commence. A Participant subject to this provision may then elect, in addition to the normal form, either Option 3.6(b), 3.6(c), or 3.6(d) in the normal form. If a Participant subject to this provision fails to make a new election within a reasonable time after the death of the joint annuitant, he shall be deemed to have elected the normal form.

3.9 MAXIMUM RETIREMENT BENEFITS

Limitation on Benefits:

- (a) The limitations in this section shall apply to limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

- (b) The Annual Benefit otherwise payable to a Participant at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to the extent necessary so that the benefit does not exceed the Maximum Permissible Benefit.
- (c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, this Plan's benefit accrual shall be limited.
- (d) This section shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Authority or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. This sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Income Tax Regulations.
- (e) The limitations of this section shall be determined and applied taking into account the "Other Rules" at the end of this Section 3.9.
- (f) Definitions.
 - (i) Annual Benefit: A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month,

before applying the limitations of this article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Section 1.401 (a)-20, Q&A 10(d), and with regard to Section 1.415(b)-1 (b)(1)(iii)(B) and (C) of the Income Tax Regulations.

No actuarial adjustment to the benefit shall be made for (A) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (B) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and post-retirement medical benefits); or (C) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy these limitations, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed these limits applicable at the annuity starting date, as increased in subsequent years pursuant to Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account social security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Section 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in plan years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with the following:

- (A) **Benefit Forms Not Subject to Code Section 417(e)(3).** The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this section if the form of the participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).
 - (1) **Limitation Years beginning before July 1, 2007.** For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form; and (b) a 5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1 for that annuity starting date.
 - (2) **Limitation Years beginning on or after July 1, 2007.** For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of: (a) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the participant's form of benefit; and (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1 for that annuity starting date.

(B) Benefit Forms Subject to Code 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Subsection (f)(i)(A) above. In this case, the actuarially equivalent straight life annuity shall be determined as follows:

- (1) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the participant's benefit occurs during a plan year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (a) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form; (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1; and (c) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in Plan Section 1.1 and the applicable mortality table defined in Plan Section 1.1, divided by 1.05.

However, effective for benefits with annuity starting dates during limitation years beginning after December 31, 2008, Subsection (B)(1)(c) of this section does not apply to a plan maintained by an eligible employer under Section 408(p)(2)(C)(i) (generally, an employer that had no more than 100 employees who received at least \$5,000 of compensation from the employer during the preceding year).

- (2) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Plan

Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form; and (b) a 5.5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1.

If the annuity starting date of the Participant's benefit is on or after the first day of the first plan year beginning in 2004 and before December 31, 2004, the application of this section shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this article, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

- (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form (as provided under the terms of the Plan in effect as of the date of the distribution);
 - (b) the applicable interest rate defined in Plan Section 1.1 and the applicable mortality table defined in Plan Section 1.1 (as provided under the terms of the Plan in effect as of the date of the distribution); and
 - (c) the applicable interest rate defined in Plan Section 1.1 (as in effect on the last day of the last plan year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in Plan Section 1.1.
- (g) Defined Benefit Compensation Limitation: One hundred percent (100%) of a Participant's High Three-Year Average Compensation, payable in the form of a straight life annuity.

If a Participant has had a severance from employment with the Authority, the Defined Benefit Compensation Limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically

adjusted by multiplying the limitation applicable to the participant in the prior Limitation Year by the annual adjustment factor under Code Section 415(d) that is published in the Internal Revenue Bulletin. The adjusted compensation limit shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

In the case of a Participant who is rehired after a severance from employment, the Defined Benefit Compensation Limitation is the greater of 100 percent of the Participant's High Three-Year Average Compensation, as determined prior to the severance from employment, as adjusted pursuant to the preceding paragraph, if applicable; or 100 percent of the participant's High Three-Year Average Compensation, as determined after the severance from employment.

- (h) Defined Benefit Dollar Limitation: Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation under Code Section 415(d) shall not apply to Participants who have had a separation from employment.
- (i) Employer: For these purposes, employer shall mean the employer that adopts this Plan, and all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).
- (j) Formerly Affiliated Plan of the Employer: A plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and,

immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

- (k) **High Three-Year Average Compensation:** The average compensation for the three consecutive years of Service (or, if the Participant has less than three consecutive years of service, the Participant's longest consecutive period of Service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A year of Service with the Employer shall be the Plan Year. If a participant is rehired by the Employer after a severance from employment, the Participant's high three-year average compensation shall be calculated by excluding all years for which the Participant performed no services for and received no compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's Compensation for a year of Service shall not include Compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which such year of Service begins.
- (l) **Limitation Year:** The Plan Year. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.
- (m) **Maximum Permissible Benefit:** The lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required, as provided below).
 - (i) **Adjustment for Less Than 10 Years of Participation or Service:** If the Participant has less than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (a) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (b) the denominator of which is 10. In the case of a Participant who has less than ten years of

Service with the Employer, the Defined Benefit Compensation Limitation shall be multiplied by a fraction -- (a) the numerator of which is the number of Years (or part thereof, but not less than one year) of Service with the employer, and (b) the denominator of which is 10.

- (ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (m)(ii)(A), as modified by section (m)(ii)(C). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (m)(ii)(B), as modified by Subsection (m)(ii)(C).

- (A) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62:

- (1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the participant's benefit is before age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1; or (b) a 5-percent interest rate assumption and the applicable mortality table as defined in Plan Section 1.1.

- (2) Limitation Years Beginning on or After July 1, 2007.

- (a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning

on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Plan Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

- (b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Subsection (m)(ii)(A)(2)(a) and the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 62, both determined without applying the limitations of this article.
 - (c) Notwithstanding any other provisions of this Subsection (m)(ii)(A), the age-adjusted dollar limit applicable to a Participant shall not decrease on account of an increase in age or the performance of additional services.
- (B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

- (1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1; or (b) a 5-percent interest rate assumption and the applicable mortality table as defined in Plan Section 1.1.
- (2) Limitation Years Beginning on or After July 1, 2007.
 - (a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Plan Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).
 - (b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately

commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (m)(ii)(B)(2)(a) and the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the plan to a hypothetical participant who is age 65 and has the same accrued benefit as the Participant.

- (C) Notwithstanding the other requirements of this Subsection (m)(ii) in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsection (m)(ii)(A)(1), (m)(ii)(A)(2)(a), (m)(ii)(B)(1), or (m)(ii)(B)(2)(a), no adjustment shall be made to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.
- (iii) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

- (A) the retirement benefits payable for a Limitation Year under any form of benefit as to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction — (1) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the Employer, and (2) the denominator of which is 10; and
 - (B) the Employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).
- (n) Predecessor Employer: If the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in this Plan. A former entity that antedates the Employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.
- (o) Severance from Employment: An Employee has a severance from employment when the Employee ceases to be an Employee of the Employer maintaining this Plan. An Employee does not have a severance from employment if, in connection with a change of employment, the Employee's new employer maintains this Plan with respect to the Employee.
- (p) Year of Participation: The Participant shall be credited with a Year of Participation for each accrual computation period for which the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later

than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

- (q) Year of Service: For purposes of Subsection (k), the Participant shall be credited with a Year of Service for each Plan Year in which he is employed by the Authority.

Other Rules:

- (r) Benefits Under Terminated Plans. If a defined benefit plan maintained by the Authority was terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a participant in that plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this article. If there are not sufficient assets for the payment of all participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the participant under the terminated plan.
- (s) Benefits Transferred From the Plan. If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan maintained by the Authority, and the transfer is not a transfer of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the transferred benefits shall not be treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan that is not maintained by the Authority and the transfer is not a transfer of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the transferred benefits shall be treated by the Authority's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Authority that terminated immediately prior to the transfer with sufficient assets to pay all participants' benefit liabilities under the plan. If a participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan in a transfer of distributable

benefits pursuant § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the amount transferred is treated as a benefit paid from the transferor plan.

- (t) Formerly Affiliated Plans of the Employer. A formerly affiliated plan of an employer shall be treated as a plan maintained by the Authority, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay participants' benefit liabilities under the plan and had purchased annuities to provide benefits.
- (u) Plans of a Predecessor Employer. If the Authority maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the Authority. However, for this purpose, the plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Authority and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the predecessor employer.
- (v) Special Rules. The limitations of this article shall be determined and applied taking into account the rules in § 1.415(f)-1(d), (e) and (h) of the Income Tax Regulations.
- (w) Aggregation with Multiemployer Plans.
 - (i) If the Authority maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this section.
 - (ii) Effective for Limitation Years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the

compensation limitation of Subsections (g) and (m)(i) to a plan which is not a multiemployer plan.

3.10 REQUIRED DISTRIBUTIONS

Notwithstanding any other provision of the Plan all methods of benefit payments from the Plan must satisfy the following required distribution rules.

(a) Before Death.

Benefit payments of each Participant will commence not later than the first day of April following the calendar year in which such Participant retires, over a period not extending beyond the joint life expectancy of such Employee or the joint life expectancies of such Employee and his spouse.

(b) After Death.

In the situation where:

- (i) a Participant dies before his entire interest has been distributed to him, or
- (ii) distribution has been commenced in accordance with Section 3.10(a)(ii) to his surviving spouse and such surviving spouse dies before his entire interest has been distributed to such surviving spouse, his entire interest (or the remaining part of such interest if distribution thereof has commenced) will be distributed within 5 years after his death (or the death of his surviving spouse). The preceding sentence shall not apply if the distribution of the interest of the employee has commenced and such distribution is for a term certain.

All distributions required under this Section 3.10 shall be determined and made in accordance with the Proposed Regulations under Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Regulations.

3.11 RETIREE INCREASES

(a) Effective October 1, 1987

A former Participant who retired under the Plan prior to January 1, 1986 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement

benefit being received commencing October 1, 1987 and payable through the first day of the month in which the former Participant or Beneficiary dies.

The amount of the increase in the monthly retirement benefit shall be as follows:

- (i) a former Participant who retired before January 1, 1986 and on or after January 1, 1975 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1986, with any partial calendar year being counted as one year, multiplied by one percent (1%).
- (ii) a former Participant who retired before January 1, 1975 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1986, with any partial calendar year being counted as one year, multiplied by two percent (2%).

(b) Effective July 1, 1993

A former Participant who retired under the Plan prior to January 1, 1993 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing July 1, 1993 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

- (i) a former Participant who retired before January 1, 1993 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1992, with any partial calendar year being counted as one year, multiplied by one percent (1%).
- (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a

percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).

- (iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).
- (c) Effective April 1, 1998, a former Participant who retired under the Plan prior to January 1, 1997 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing April 1, 1998 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:
 - (i) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the later of (i) January 1, 1993 or (ii) date of retirement to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one percent (1%)
 - (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).

- (iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).
- (d) Effective July 1, 2004

A former Participant who retired under the Plan, prior to January 1, 2004 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving (or becomes entitled to receive) continuation benefit payments under an option elected by such former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing with monthly benefits payable on July 1, 2004 and continuing through the first day of the month in which the former Participant or the surviving Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

 - (i) a former Participant who retired before January 1, 2004 and on or after January 1, 1997 (and any Beneficiary of such former Participant) shall receive an increase in the monthly benefit otherwise payable, equal to a percentage of such monthly benefit, equal to one percent (1%) multiplied by the number of calendar years from the later of (i) January 1, 1997 or (ii) date of retirement to December 21, 2003 with any partial calendar year being counted as one year.
 - (ii) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 (and any Beneficiary of such former Participant) shall receive an increase equal to eight and three quarters percent (8.75%) of such monthly benefit.
 - (iii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to ten and one half percent (10.5%) of such monthly benefit.

- (iv) a former Participant who retired before January 1, 1976 (and any Beneficiary of such former participant) shall receive an increase equal to fourteen percent (14%) of such monthly benefit.

ARTICLE 4 - CONTRIBUTIONS

4.1 PARTICIPANT'S CONTRIBUTIONS

(a) Pre-Tax Contributions

Effective January 1, 2013, all Participants shall be required to make a one percent (1%) of Compensation Pre-Tax Contribution to the Plan for each payroll period. A Pre-Tax Contribution to the Plan shall be made by payroll withholding as a Code Section 414(h)(2) pick-up.

(b) Delivery of Pre-Tax Contributions

As soon after the date an amount would otherwise be paid to a Participant as it can reasonably be separated from the Authority's assets, the Authority shall cause to be delivered to the Trustee in cash or other negotiable funds the Pre-Tax Contributions attributable to such amounts.

(c) Vesting of Pre-Tax Contributions

A Participant shall at all times be one hundred percent (100%) vested in his Pre-Tax Contributions Account.

4.2 AUTHORITY'S CONTRIBUTIONS

The Authority expects to make, from time to time, such contributions to the funding medium in accordance with a funding method and policy as determined by actuarial determinations of the actuary appointed by the Committee. Such funding policy does not have to be that funding policy required by the Employee Retirement Income Security Act of 1974, but will be the funding policy that would be necessary to at least maintain the Plan as a qualified plan under applicable Federal law. However, the Authority is under no obligation to make any contributions under the Plan after the Plan has been terminated, whether or not benefits accrued prior to such date of termination have been fully funded, except to the extent, if any, such obligation may be imposed on the Authority by the Michigan Constitution.

Contributions made pursuant to this Article 4 will be paid to the Trust Fund established pursuant to the Trust Agreement in such manner as the Authority will determine from time to time. All such contributions will be held and disbursed in accordance with the provisions of the Plan and Trust Agreement. No persons will have any interest in, or right to, any part of the Trust Fund except as expressly provided in the Plan.

4.3 IRREVOCABILITY

Prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the Plan, the Authority shall have no right, title or interest in any money or investments held or acquired under the Plan by the Trustee, nor will any such money or investments at any time revert to the Authority or in any way, directly or indirectly, inure to its benefits; except:

- (a) if the Plan is initially disapproved by the Internal Revenue Service, then any contributions made incident that initial qualification by the employer must be returned to the employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe, and
- (b) if a contribution by the Authority in any Plan Year is made by mistake of fact, such contribution may be returned to the Authority within one (1) year of payment of the contribution upon demand by the Authority.

ARTICLE 5- PAYMENT OF BENEFITS

5.1 APPLICATION

An option may be elected by a Participant (including a Participant entitled to a deferred pension pursuant to Section 6.2) not later than one hundred eighty (180) days before the first payment of the retirement benefit to him, by proper written application of the Participant to the Trustee. In the event that an option has been elected, a Participant may not rescind the election, nor may any change be made in the terms of the option or the effective date of the option unless such rescission or change is made at least one hundred eighty (180) days prior to the payment of the retirement benefit to him. At the time a Participant first elects any Option or elects or rejects any Option at any later date, satisfactory evidence of the Employee and Employee's beneficiary's date of birth is required; and evidence of matrimony may be required.

5.2 CASH OUTS

Benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$5,000 will be paid out in a single sum. Effective May 1, 1991, benefits which have (or at the time of any prior distribution had) an Actuarial Equivalent single sum payment value of more than \$5,000, but equal to or less than \$10,000 and are immediately distributable, may be immediately cashed out with the written consent of the Participant. Effective October 1, 2000, benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$5,000 will be paid out in a single sum.

5.3 DIRECT ROLLOVERS

- (a) This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Authority, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) Definitions
 - (i) *Eligible rollover distribution* - An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- (ii) *Eligible retirement plan* - An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), (a "traditional IRA") or a Roth individual retirement account or annuity described in Section 408A (a "Roth IRA"); an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity; or to an annuity contract described in Code Section 403(b), if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
- (iii) *Distributee* - A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (iv) *Direct rollover* - A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) Automatic Rollovers

In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly, then the Authority will pay the distribution in a direct rollover to an individual retirement plan designated by the Authority. For purposes of determining whether a mandatory distribution is greater than \$1000, the portion of the Participant's distribution attributable to any rollover contribution is included. For purposes of this section, a nonspouse designated Beneficiary may elect a direct rollover of an eligible rollover distribution that occurs on or after December 30, 2010.

ARTICLE 6 - VESTED BENEFITS

6.1 PARTICIPANT'S RIGHTS ON TERMINATION OF EMPLOYMENT

If a Participant for any cause, except leave of absence (as provided in Article 7), or death, ceases to be actively employed by the Authority prior to his Normal, Early or Disability Retirement Date, the Employee's participation in the Plan will cease upon incurring a Break in Service and such Participant will have no further right or interest whatsoever under the Plan, except as provided in this Article and Article 2. A Participant's right to his or her normal retirement benefit shall be nonforfeitable upon attainment of his Normal Retirement Age.

6.2 VESTED BENEFIT

Upon such a termination for a reason other than death, or leave of absence, the terminated Participant will have a vested interest in the retirement benefit accrued to his date of termination which will be equal to the percentage shown in the following "Vesting Schedule", of the total benefit determined by the number of years of Service.

<i>VESTING SCHEDULE</i>	
FULL YEARS OF SERVICE	VESTED INTEREST IN ACCRUED BENEFIT
Less Than One	0%
One But Less Than Two	10%
Two But Less Than Three	20%
Three But Less Than Four	30%
Four But Less Than Five	40%
Five But Less Than Six	50%
Six But Less Than Seven	60%
Seven But Less Than Eight	70%
Eight But Less Than Nine	80%
Nine But Less Than Ten	90%
Ten or More	100%

6.3 DISPOSITION OF VESTED BENEFIT

Except as otherwise provided in Section 5.2, a Participant's vested benefit will be payable upon proper application as specified in Section 5.1, as of his Normal Retirement date, or at an earlier time, in accordance with the provisions of Section 3.3.

6.4 DISPOSITION OF FORFEITURES

If the vested benefit of the terminated Participant will be less than 100%, any forfeitures resulting from such partial vesting shall be treated as an Actuarial Gain and applied to reduce the contributions of the Authority for subsequent Plan Years.

ARTICLE 7 - LEAVE OF ABSENCE

7.1 SICKNESS OR ACCIDENT

Anything herein to the contrary notwithstanding, if a Participant is on a leave of absence granted by the Authority because of such Participant's sickness or accident, such Participant will be continued as a Participant under the Plan in all respects as though he had continued in active employment for a period not longer than twelve (12) consecutive months from the date such Participant has exhausted all paid leave time granted by the Authority. If within said twelve consecutive months' period the Participant resumes active employment and continues for at least twelve months or more thereafter following his return to employment, the entire period of his absence will be considered as a full period of participation under this Plan. If the Participant should not return within said twelve month period, or should not be actively an Employee for one year or more following his return within said twelve month period, he will cease to be a Participant as of the date such Participant had exhausted all paid leave time granted by the Authority and the Trustee will proceed as provided in Article 6. If the Participant is on a leave of absence, as specified in this section, in excess of 12 months and resumes Service, Service prior to the inception of such sickness or accident will be added to any additional Service earned under the Plan. The provisions of this section will not apply if the Participant qualifies for a Disability Retirement Benefit as defined in Article 1.

7.2 MILITARY OR GOVERNMENT SERVICE

If a Participant's active employment will be interrupted solely because of his entering the Armed Forces of the United States, such Participant will remain a Participant in all respects if he returns to active employment while he has reemployment rights pursuant to Federal law. Should such Participant fail to return to active employment within said time period, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Armed Forces. If such Participant does return to active employment within the time specified, then the entire period of his absence with the Armed Forces will be considered as a full period of participation under this Plan. If a Participant's active employment will be interrupted solely because of his entering, during either a period of national emergency or by reason of any peacetime draft act, the Government of the United States, such Participant will remain a Participant in all respects for a period of time

ending 180 days following his discharge from active service from said Government provided that he must not have voluntarily re-enlisted or consented to continue active Government service after the time when he would normally have been discharged from such active service. Should such Participant fail to return to active employment within said time period, and continue actively to be an Employee for one year or more following his return to employment, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Government. If such Participant does return to active employment within the time specified and remains actively an Employee for one year or more following his return, then the entire period of his absence with the Government will be considered as a full period of participation under this Plan. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than contributions relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death.

7.3 LEAVE OF ABSENCE WITHOUT PAY

Anything herein to the contrary notwithstanding, no Service will be granted under the Plan for the period of any leave of absence without pay in excess of one month approved by the Authority other than as provided in Sections 7.1 or 7.2. If the Participant is on a leave of absence without pay and resumes Service, Service prior to the inception of such leave will be added to any additional Service earned under the Plan.

ARTICLE 8 - PROVISIONS RELATING TO PENSION COMMITTEE

8.1 MEMBERSHIP OF PENSION COMMITTEE

The Board of Commissioners of the Authority will appoint a Pension Committee of seven (7) members, consisting of the Chairman of the Board of Commissioners, two (2) Commissioners At Large appointed for a six (6) year term, the Director of the Authority, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee, the President of the Huron-Clinton Metropolitan Authority Rangers Union of the Police Officers Association of Michigan or his appointee and one (1) member who is a retiree of the Authority who shall be appointed for a three (3) year term.

Any retiree may nominate themselves for appointment to the Pension Committee by submitting a letter of interest to the Trustee. The Trustee shall receive, maintain and give all letters of interest to the selection committee for review and action. The selection committee shall be composed of the Director of the Authority or his designee, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee and the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee. The selection committee may interview all or some of the retirees who have submitted a letter of interest and shall recommend a retiree to the Board of Commissioners for appointment to the Pension Committee.

A vacancy on the Pension Committee shall be filled within 90 days, for the unexpired term (where applicable), in the same manner as the position was previously filled.

8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS

The Committee will choose from its members a Chairman and a Secretary. The Secretary will keep minutes of the Committee's proceedings and will have custody of all records and documents pertaining to its operations. The Committee may employ and suitably compensate such attorneys, actuaries, accountants, consultants, investment managers, custodians, third-party benefit payment administrators and clerical employees as it may deem necessary to the performance of its duties.

At least four (4) members of the Committee, one of whom must be either the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee or the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee are required for a quorum. Each member of the Pension Committee is entitled to one

(1) vote on each question before the Pension Committee. At least four (4) concurring votes shall be required for a valid action by the Pension Committee. Either the Chairman or the Secretary may execute any certificate or other written direction on behalf of the Committee.

A Member of the Committee who is a Participant will not vote on any question relating specifically to himself; and in the event a majority of the remaining members of the Committee are unable to come to a determination of any such question, the same will be determined by arbitration.

The members of the Committee will serve without bond and without compensation for their services as such; but all expenses of the committee will be paid pursuant to the provisions of 9.1(e).

The Authority shall indemnify, defend, and hold harmless, and to the extent authorized or permitted by law (and consistent with the Plan's favorable tax qualified status under section 401 of the Internal Revenue Code) any person, and such person's heirs and legal representatives, for any and all alleged losses, claims, complaints, demands for relief or damages, liability, penalties, 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 such person, arising out of his acts or omissions as a member of the Pension Committee, or by reason of the fact that such person is or was a trustee, director, officer, member, employee or agent of the Pension Committee or such person served on any formally constituted advisory body or committee of the Pension Committee. However, the Authority shall have no duty to indemnify, defend or hold harmless where such person is judicially determined to have incurred liability due to fraud, gross neglect, or malfeasance in the exercise and performance of their duties.

The Committee will make available to a Participant or, if deceased, his beneficiary, for examination during business hours, such records as pertain exclusively to the examining Participant.

8.3 POWERS AND DUTIES OF PENSION COMMITTEE

The Committee, on behalf of the Participants and all other beneficiaries of the Plan, will enforce the Plan in accordance with the terms of this Trust Agreement, and will have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

- (a) Under advice of counsel, the discretionary authority to construe the terms of the Plan on a consistent basis;
- (b) To determine all questions relating to the eligibility of Employees to become Participants;
- (c) To recommend the amount of contributions to be made by the Board of Commissioners;
- (d) To authorize all disbursements by the Trustee from the Trust;
- (e) To approve an asset allocation Plan for assets of the Trust, to be implemented by the Trustee;
- (f) To make and publish to the Employees of the Authority such rules for the regulation of the Trust as are not inconsistent with the terms of this Agreement;
- (g) To determine the amount of benefits which will be payable to any person in accordance with the provisions of the Plan. Any denial by the Committee of the claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the Committee and delivered or mailed to the Participant or Beneficiary; and such notice will set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the Committee will afford a reasonable opportunity to any Participant or Beneficiary whose claim for benefits has been denied for a review of the decision denying the claim; and
- (h) To delegate any of the above powers and duties to the Trustee and/or one Committee member.

To enable the Committee to perform its functions, the Authority will supply full and timely information to the Committee of all matters relating to the pay of all Participants, their death, their retirement or other termination of employment and such other pertinent facts as the Committee may require.

8.4 AUTHORITY OF THE PENSION COMMITTEE

The Pension Committee, which shall be the plan Pension Committee for purposes of the Code, shall be responsible for the administration of the Plan and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan, to make benefit determinations, and to resolve any disputes which arise under the Plan. The Pension Committee may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Pension Committee may:

- (a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan, which are retained by it or granted to it by this Article, to the Trustee; and
- (b) designate a person or persons other than the Pension Committee to carry out any of such powers, authority, or responsibilities;

except that no power, authority, or responsibility of the Trustee shall be subject to the provisions of paragraph (b) of this Section, and except that no allocation or delegation by the Pension Committee of any of its powers, authority, or responsibilities to the Trustee or Investment Managers shall become effective unless such allocation or delegation shall first be accepted by the Trustee in a writing signed by it and delivered to the Pension Committee.

8.5 DISCRETIONARY AUTHORITY

In carrying out its duties under the Plan, including making benefit determinations, interpreting or construing the provisions of the Plan, making factual determinations, and resolving disputes, the Pension Committee (or any individual or entity to whom authority has been delegated in accordance with Section 8.4) shall have absolute discretionary authority. The decision of the Pension Committee (or any individual or entity to whom authority has been delegated in accordance with Section 8.4) shall be final and binding on all persons and entitled to the maximum deference allowed by law.

8.6 ACTION OF THE PENSION COMMITTEE

Any act authorized, permitted, or required to be taken under the Plan by the Pension Committee and which has not been delegated in accordance with Section 8.4, may be taken by a majority of the members of the committee appointed to act on behalf of the Pension Committee, either by vote at a meeting, or in writing without a meeting, or by the employee or employees of the Pension Committee designated by the committee to carry out such acts on behalf of the Pension Committee. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Pension Committee under the Plan shall be in writing and either posted at every employee bulletin board or signed by either (i) a majority of the members of the committee appointed to act on behalf of the Pension Committee or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Pension Committee in accordance with the provisions of this Section.

8.7 CLAIMS REVIEW PROCEDURE

Except to the extent that the provisions of any collective bargaining agreement provide another method of resolving claims for benefits under the Plan, the provisions of this Section shall control whenever a claim for benefits under the Plan filed by any person (referred to in this Section as the "Claimant") is denied. The provisions of this Section shall also control whenever a Claimant seeks a remedy under any applicable law in connection with any error regarding his Benefit and such claim is denied.

Whenever a claim under the Plan is denied, whether in whole or in part, the Pension Committee shall transmit a written notice of such decision to the Claimant within 90 days of the date the claim was filed or, if special circumstances require an extension, within 180 days of such date, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of (i) the specific reasons for the denial of the claim, (ii) specific reference to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary, (iv) that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, (v) records and other information relevant to the Claimant's claim, a description of the review procedures and in the event of an adverse review decision, a statement describing any voluntary review procedures and

the Claimant's right to obtain copies of such procedures, and (vi) a statement that there is no further administrative review following the initial review. The notice shall also include a statement advising the Claimant that, within 60 days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Pension Committee a written request therefor, which request shall contain the following information:

- (a) the date on which the Claimant's request was filed with the Pension Committee; provided, however, that the date on which the Claimant's request for review was in fact filed with the Pension Committee shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;
- (b) the specific portions of the denial of his claim which the Claimant requests the Pension Committee to review;
- (c) a statement by the Claimant setting forth the basis upon which he believes the Pension Committee should reverse the previous denial of his claim for benefits and accept his claim as made; and
- (d) any written material (offered as exhibits) which the Claimant desires the Pension Committee to examine in its consideration of his position as stated pursuant to paragraph (c) of this Section.

Within 60 days of the date determined pursuant to paragraph (a) of this Section or, if special circumstances require an extension, within 120 days of such date, the Pension Committee shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall render its written decision on review to the Claimant. The Pension Committee's decision on review shall be written in a manner calculated to be understood by the Claimant and shall specify the reasons and Plan provisions upon which the Pension Committee's decision was based.

8.8 EXHAUSTION OF REMEDIES

No civil action for benefits under the Plan shall be brought unless and until the aggrieved person has (a) submitted a timely claim for benefits in accordance with this Article, (b) been notified by the Pension Committee that the claim has been denied, (c) filed a written request for a review of the claim in accordance with the preceding Section, (d) been notified in writing of an adverse

benefit determination on review, and (e) filed the civil action within 1 year of the date he receives a final adverse determination of his claim on review.

8.9 ELIGIBLE DOMESTIC RELATIONS ORDERS

The Pension Committee shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of M.C.L. 38.1701, *et.seq.*

8.10 ACTIONS BINDING

Subject to the provisions of Section 8.4, any action taken by the Pension Committee which is authorized, permitted, or required under the Plan shall be final and binding upon the Pension Committee, the Trustee, Investment Managers, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Pension Committee, the Trustee or the Investment Managers.

ARTICLE 9 - PROVISIONS RELATING TO TRUSTEE

9.1 POWERS AND DUTIES OF TRUSTEE

The Trustee accepts the trusts hereby created, but only upon the terms and conditions of this Agreement, including the following:

- (a) Whenever in the administration of the Trust, a certification is required to be given to the Trustee, or the Trustee will deem it necessary that a matter be proved prior to taking or omitting any action hereunder, such certification will be duly made, and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee, signed in the name of the Authority, under its corporate seal, by its Chairman or Vice Chairman and by its Secretary; or (unless the matter will concern the authority of the Committee) by the Chairman or Secretary of the Committee; but in its discretion the Trustee may, in lieu thereof, accept other evidence of the matter or may require such further evidence as to it may seem reasonable. Generally, the Trustee will be protected in acting upon any notice, resolution, order, certificate, opinion, telegram, letter or other document believed by the Trustee to be genuine and to have been signed by the proper party or parties.
- (b) All monies deposited with the Trustee under any provisions hereof will be deposited by the Trustee with the Investment Managers selected by the Pension Committee. As soon as practicable after the Effective Date and after each Anniversary Date thereafter, the Trustee will, upon direction of the Committee, deposit with the Investment Managers selected by the Pension Committee amounts contributed by the Authority pursuant to Section 4.2. The Trustee will be under no duty to invest or have invested any monies deposited with the Investment Managers selected by the Pension Committee.
- (c) The Trustee may consult with legal counsel (who may be counsel for the Authority) with respect to the construction of the Trust Agreement or its duties thereunder, or with respect to any legal proceedings or any question of law; and will be fully protected with respect to any action taken or omitted by it in good faith pursuant to the advice of such counsel.

- (d) The Trustee will not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement, and will be entitled to withhold making payments or giving directions to the third party administrator responsible for the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Committee. In the event that any dispute will arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute will have been determined by arbitration or by a court of competent jurisdiction or will have been settled by written stipulation of the parties concerned.
- (e) All reasonable expenses of the Trustee incurred in the administration of the Plan and Trust shall be paid from the Trust unless the Authority elects to pay such expenses directly. The Authority further agrees to indemnify the Trustee against any liabilities which it may incur in the performance of its duties hereunder.
- (f) The Trustee will keep full records of the administration of the Trust, which the Committee will have the right to examine at any time during the Trustee's regular business hours. Within ninety (90) days following the close of each Plan Year, the Trustee will furnish the Committee with a statement of its account; and the Committee will promptly notify the Trustee in writing of its approval or disapproval thereof. Failure by the Committee to disapprove within sixty (60) days after its receipt of any such statement will be considered an approval thereof. The approval by the Committee of any statement of account will be binding, as to all matters embraced in the statement, on all parties to this Agreement, and on all Participants and their designated beneficiaries to the same extent as if the account of the Trustee had been settled and allowed in a proceeding for a judicial settlement of its accounts in any court of competent jurisdiction: Provided, however, that nothing herein contained will deprive the Trustee of its right to have its accounts settled by judicial proceedings, if it so desires. In any such judicial proceeding, all of the necessary and proper parties thereto will be the Trustee, the Authority and the Committee.

- (g) The Trustee is hereby authorized to execute all necessary applications, receipts and releases to the Investment Managers selected by the Pension Committee, and will be under the duty, upon being advised by the Committee that any proceeds have become payable hereunder, to give reasonable assistance to the beneficiaries designated therein collecting such sums as may appear to be due: Provided, however, that the Trustee will not be required to institute suit or maintain any litigation to collect such proceeds unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its satisfaction against its counsel fees and all other expenses and liabilities to which it may in its judgment be subjected by such action on its part: Provided, further, that the Trustee will be entitled, out of the proceeds, to reimbursement for expenses incurred in connection with enforcing payment of such proceeds. The Trustee is authorized, with the written approval of the Committee, to compromise and adjust claims upon such terms as it may deem just, and the decision of the Trustee will be conclusive upon all persons interested in the Trust. The Trustee will have no responsibility for the form, genuineness, validity, sufficiency or effect of any asset at any time included in the Trust, or for any act of the Authority, the Committee, a Participant or any other person which may render any such asset void, or if for any reason whatsoever (save for its own willful misconduct or gross neglect) any proceeds will become uncollectible.
- (h) The Trustee agrees to use reasonable diligence to be aware of and to comply with the applicable provisions of the Internal Revenue Code and other applicable laws and regulations issued thereunder affecting the terms of this Plan.
- (i) The Trustee will use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder; it will not be liable for any mistake in judgment or other action made or taken in good faith, or for any loss, unless resulting from its own willful misconduct or gross neglect; and it will not be required to give any bond or other security for the faithful performance of its duties hereunder.

9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE

- (a) The Trustee may resign at any time upon delivering to the Chairman of the Board of Commissioners or Secretary of the Authority a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof.
- (b) Any Trustee appointed hereunder may be removed by the Authority by resolution of its Board of Commissioners and by delivery of a certified copy of such resolution to the Trustee, together with written notice of removal, to take effect at a date specified therein, which will not be less than thirty (30) days after delivery of such notice to the Trustee: Provided, that no removal of a Trustee will become effective until all sums due hereunder to the Trustee for its compensation and expenses will have been paid to it, nor until the appointment by the Authority of a Successor Trustee to which the Trustee may transfer and deliver the Trust estate.
- (c) In case of the death, resignation or removal of the Trustee, the Trustee will have the right to a settlement of its accounts, which may be made at the option of the Trustee either (1) by judicial settlement in a proceeding instituted by the Trustee in any court of competent jurisdiction, in which proceeding all of the necessary and proper parties will be the Trustee, the Authority and the Committee; or (2) by agreement of settlement between the Trustee, the Authority and the Committee.
- (d) Upon such settlement, and payment to the Trustee of its expenses and compensation, the Trustee will transfer to the Successor Trustee the Trust estate as it may then be constituted, and true copies of such of its records as relate to the Trust, and will execute all documents necessary for transferring the contracts and rights under them; and the Trustee will thereupon be discharged from further accountability for all matters embraced in its settlement.
- (e) The Authority will, upon its receipt or giving of notice of the death, resignation or removal of a previously appointed Trustee forthwith appoint, by resolution of its Board of Commissioners, a bank or trust company organized under the laws of the United States or of a State thereof, or an officer of the Authority, as Successor Trustee. Any Successor Trustee so appointed may qualify as such by executing, acknowledging and delivering to the Authority, and to the resigning or removed Trustee, an instrument accepting such appointment; and thereupon such

successor, without further act, will become vested with all of the estate, rights, powers, discretion and duties of its predecessor Trustee with like effect as if originally named as Trustee herein.

ARTICLE 10 - GENERAL PROVISIONS

10.1 NON-ALIENATION OF BENEFITS

The benefits hereunder are intended for the protection of the Participants and their Beneficiaries. No part of or interest in the Plan will be transferable or assignable in any manner, either by voluntary or involuntary act of such Participant or Beneficiary or by operation of law, nor will the same be liable for or be taken for any debt, liability, contract, or any other obligation of any such Participant or Beneficiary. This Section 10.1 will not apply to an eligible domestic relations order as defined in M.C.L. 38.1701, *et seq.*

10.2 RIGHTS TO EMPLOYMENT

Participation in this Plan and Trust will not give any Employee the right to be retained in the Authority's employ or any right or interest in this Plan and Trust other than is herein provided.

ARTICLE 11 - RIGHT TO AMEND OR DISCONTINUE PLAN

11.1 DISCONTINUANCE OF PLAN

It is the expectation of the Authority that it will continue this Plan and the payment of its contributions hereunder indefinitely; but continuance of the Plan is not assumed as a contractual obligation of the Authority, and the right is reserved by the Authority at any time to reduce, suspend or discontinue its contributions hereunder.

11.2 AMENDMENT OF PLAN

Except as herein limited, or otherwise negotiated in an applicable collective bargaining agreement, the Authority will have the right by appropriate resolution of the Board of Commissioners to amend this Agreement at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing, executed by the Authority as prescribed in Section 9.1(a). Upon delivery of such instrument to the Trustee, this Agreement will be deemed to have been amended in the manner therein set forth, and all participants will be bound thereby: Provided, however --

- (a) That no amendment will increase the duties or liabilities of the Trustee or the Committee without their respective written consents;
- (b) That no amendment will have any retroactive effect so as to deprive any Participant or beneficiary of any benefit already accrued, save only that no amendment made in conformance to mandatory provisions of the Federal Internal Revenue Code or any other statute relating to employees' trusts, or any official regulations or rulings issued pursuant thereto, will be considered prejudicial to the rights of any Participant or beneficiary.

ARTICLE 12 - PROVISIONS ON DISCONTINUANCE OF PLAN

12.1 TERMINATION

This Plan and Trust will terminate upon the happening of any of the following events:

- (a) Dissolution of the Authority; or
- (b) Discontinuance of the Plan by the Authority, upon notice delivered to the Trustee, executed by the Authority as prescribed in Section 9.1(a) and Article 11.

Upon termination or partial termination of the Plan all accrued benefits to the extent funded as of the date of termination shall become irrevocable and fully vested in the Participants, Retired Participants, Vested active or terminated Participants, joint Annuitants or Beneficiaries, as the case may be, and the distribution of assets of the Fund shall then be made in accordance with this Article 12.

12.2 ALLOCATION OF ASSETS

Upon any such termination, the assets then remaining in the Plan, after providing for the expenses of administration or liquidation of the Plan, will be allocated by the Pension Committee to the extent that they will be sufficient, for the purpose of paying benefits (based on each Employee's Service and Final Average Earnings to the date of discontinuance of the Plan) to retired Employees (or their surviving beneficiaries) and Employees and former Employees who are entitled to a vested benefit, who retire in the following order of precedence:

- (a) To provide pension benefits for Employees (or their surviving beneficiaries) who will have retired under the Plan at their Normal, Early or Disability Retirement Date prior to its discontinuance, without reference to the order of their retirement.
- (b) To provide pension benefits under the terms of the Plan for Employees age sixty-five (65) or over on the date of discontinuance, without reference to the age of such Employees.
- (c) To provide pension benefits under the terms of the Plan for Employees age sixty (60) or over but less than age sixty-five (65) on the date of discontinuance.
- (d) To provide pension benefits under the terms of the Plan for Employees below the age of sixty (60) on the date of discontinuance.
- (e) Any assets remaining after the above allocations and due to erroneous actuarial calculations shall revert to the Authority or be otherwise allocated among selected

groups. Otherwise, the corpus or income of this Trust may not be diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries.

For purposes of the allocation set forth in this Article 12, former Employees who are entitled, upon proper application, to a Vested Pension Benefit as provided in Section 6.2, will be included in the allocation in their appropriate categories. The Authority will make a reasonable effort to locate any such former Employees, but if any such former Employees have not been located within a reasonable period of time from the date the Plan is discontinued, their rights to any benefits under the Plan shall be forfeited.

If the value of the assets applicable to any group listed above is insufficient to provide full benefits for all Employees, retired Employees, or former Employees in such group, the allocation as to such Employees, retired Employees, or former Employees shall be made by reducing their pension benefits proportionately. Such allocation will be accomplished through continuance of the existing Fund, a new Fund, the purchase of insurance annuity contracts or any combination of these media: Provided, however, that the Authority, upon finding that it is not practicable or desirable to use any of the foregoing media with respect to some or all of the groups listed above, may provide for allocation of a part or all of the assets of the Fund otherwise than by the continuance of a Fund or the purchase of insurance annuity contracts with respect to any or all of such groups: Provided, further, that no change will be effected in the order of precedence and basis for allocation above established.

There will be no liability or obligation on the part of the Authority to make any further contributions subsequent to the discontinuance of the Plan, except to the extent such liability or obligation, if any, may be imposed on the Authority by the Michigan Constitution.

12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF PLAN

In the event of termination of the Plan, the benefit of any Highly Compensated Employee who is a Participant, as defined in Code Section 414(q), is limited to a benefit that is nondiscriminatory under Code Section 401(a)(4). Benefits distributed to any of the twenty-five (25) most Highly Compensated active and former Highly Compensated Participants are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

The preceding paragraph shall not apply if:

- (a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code Section 412(l)(7), or
- (b) the value of the benefits for a Participant described above is less than 1% of the value of current liabilities.

For purposes of this Section 12.3, benefit includes loans in excess of the amount set forth in Code Section 72(p)(2)(A), any periodic income, any withdrawal values payable to a living Participant, and any death benefits not provided for by insurance on the Participant's life.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

The headings and sub-headings in the Agreement are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and said counterparts will constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

This Agreement and the Trust created will be constructed, administered and governed in all respects under and by the laws of the State of Michigan.

Each provision hereof shall be independent of each other provision hereof and if any provision of this Plan proves to be, or is held by any court, or tribunal, board or authority of competent jurisdiction to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void, but such invalidation of any such provision shall not otherwise impair or affect this Plan or any other provision or terms hereof.

ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES

14.1 COVERAGE OF SEASONAL EMPLOYEES

Effective July 1, 1991, Seasonal Employees, as defined below, will be covered under the Plan. The provisions, terms and conditions of such coverage will be as set forth in the preceding Articles of this Plan, unless specifically modified under this Article 14. Effective January 1, 2014, Seasonal Employees shall not be covered by this Plan.

14.2 DEFINITIONS FOR SEASONAL EMPLOYEES

- (a) *COMPENSATION RATE* means a Seasonal Employee's basic rate of hourly pay on his most recent date of hire multiplied by 173.33.
- (b) *FINAL AVERAGE EARNINGS* means Compensation Rate.
- (c) *SEASONAL EMPLOYEE* means any employee who is regularly scheduled to work 600 or less hours and who works 600 or less hours in a calendar year.
- (d) *SERVICE*, except as may be adjusted by Section 2.4(b), means the most recent continuous seasonal employment by the Authority as shown by the records of the Authority and as defined in Section 14.4 below.

14.3 ELIGIBILITY REQUIREMENT

Each Seasonal Employee is eligible to become a Participant immediately. There are no eligibility requirements for Seasonal Employees.

14.4 SERVICE

Service, except as may be adjusted by reason of Section 2.4(b), is the amount of most recent seasonal employment, computed to the nearest one-thirtieth (1/30th) of a month. Any day or part thereof for which a Seasonal Employee is paid shall equal one-thirtieth (1/30th) of a month.

14.5 NORMAL FORM - LIFE ONLY

The normal form of benefit for a Seasonal Employee is a monthly life only annuity.

14.6 VESTING SCHEDULE

A Seasonal Employee will have a vested interest in his accrued benefit equal to 100% at all times.

14.7 BENEFIT FORMULA

The monthly retirement benefit on the normal form to which each Participant who is a Seasonal Employee may become entitled under the Plan will be determined in accordance with the following formula: $0.1250\% \times \text{Final Average Earnings} \times \text{Service}$

14.8 DISABILITY RETIREMENT

Seasonal Employees are not eligible for Disability Retirement under the Plan.

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this _____ day of _____, 2014.

PLAN SPONSOR
HURON-CLINTON METROPOLITAN AUTHORITY

By: _____

Its: _____

TRUSTEE

Rebecca Franchock, solely in her capacity as Controller of
Huron-Clinton Metropolitan Authority



To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Resolution – Authorizing Pension Committee’s Facilitation of the
Administration of Defined Contribution and Deferred Compensation Plans
Date: August 7, 2014

Action Requested: Motion for Resolution

That the Commissioners adopt the attached resolution authorizing the HCMA Pension Committee to Facilitate the Administration of the ICMA-RC Defined Contribution Retirement Plan, the ICMA-RC 457 Deferred Compensation Plan and the Equitable Insurance 452 Deferred Compensation Plan as recommended by Controller Franchock and Corporation Counsel Colaianne.

Background: On December 12, 2012, the Board of Commissioners (“Authority Board”) voted to restrict participation in the Plan to full-time employees hired prior to January 1, 2013; and seasonal employees hired prior to January 13, 2014. In lieu of the closed plan, a defined contribution retirement plan (DC) was established with the ICMA Retirement Corporation (ICMA-RC) as the third party administrator and record keeper for employees hired after the closing of the defined benefit plan. In addition, HCMA also provides two voluntary 457 deferred compensation plans for its employees, (ICMA-RC and Equitable Insurance). Currently, the administration of the DC and deferred compensation plans with ICMA and Equitable Insurance are facilitated internally. It was recommended by the controller and corporation counsel that the HCMA Pension Committee provide oversight and facilitation of the administration of these plans which would also make necessary recommendations to the Board of Commissioners for its approval.

This facilitation would include the following:

1. Submit a plan document for approval by the Authority’s Board of Commissioners.
2. Recommend a Plan Administrator for approval by the Authority’s Board of Commissioners.
3. Negotiate with third party plan administrators for the most cost efficient plan being offered to employees.
4. Recommend changes in third party plan administrators if needed.
5. Select the funds available to participants for each plan.
6. Monitor fund performance and make changes in funds as needed.
7. Oversee the information provided to plan participants.
8. Provide investment education to plan participants.

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

**BOARD OF COMMISSIONERS AUTHORIZATION OF HCMA PENSION COMMITTEE TO
FACILITATE THE ADMINISTRATION OF THE ICMA-RC DEFINED CONTRIBUTION
RETIREMENT PLAN, THE ICMA-RC 457 DEFERRED COMPENSATION PLAN AND THE
EQUITABLE INSURANCE 457 DEFERRED COMPENSATION PLAN.**

RESOLUTION

Upon motion made by _____,

Supported by _____,

The following Resolution was adopted:

WHEREAS, on December 12, 2012, the Board of Commissioners of the Huron-Clinton Metropolitan Authority (the "HCMA") closed participation in the defined benefit retirement plan for full-time employees hired on or after January 1, 2013; and seasonal employees hired on or after January 13, 2014; and,

WHEREAS, a defined contribution retirement plan (DC) was established with the ICMA Retirement Corporation (ICMA-RC) as the third party administrator and record keeper; and,

WHEREAS, the HCMA also provides two voluntary 457 deferred compensation plans for their employees, whereby ICMA-RC and National Insurance are the third party administrators and record keepers for the 457 plans; and,

WHEREAS, the HCMA Pension Committee recommends that the HCMA Board of Commissioners authorize the HCMA Pension Committee facilitate the administration of the ICMA-RC Defined Contribution Retirement Plan, the ICMA-RC 457 Deferred Compensation Plan and the Equitable Insurance 457 Deferred Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED, that HCMA Pension Committee, shall facilitate the administration of the ICMA-RC Defined Contribution Retirement Plan, the ICMA-RC 457 Deferred Compensation Plan and the Equitable Insurance 457 Deferred Compensation Plan, which shall include the following:

1. Submit a plan document for approval by the Authority's Board of Commissioners.
2. Recommend a Plan Administrator for approval by the Authority's Board of Commissioners.
3. Negotiate with third party plan administrators for the most cost efficient plan being offered to employees.
4. Recommend changes in third party plan administrators if needed.
5. Select the funds available to participants for each plan.

6. Monitor fund performance and make changes in funds as needed.
7. Oversee the information provided to plan participants.
8. Provide investment education to plan participants.

BE IT FURTHER RESOLVED, that the proper officers of the HCMA be, and they are hereby, authorized and directed to take such actions and to execute such documents and instruments and to perform such acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of these resolutions and to file with the appropriate agencies such notifications as are necessary, customary or desirable under the circumstances.

BE IT FURTHER RESOLVED, that all actions heretofore taken with respect to the matters authorized in these Resolutions be, and they hereby are, ratified, confirmed and approved.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, August 14, 2014.

Joseph W. Colaianne, Recording Secretary



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: John P. McCulloch, Executive Director
 Subject: The Huron-Clinton Metroparks Foundation – Amended and Restated Bylaws
 Date: August 7, 2014

Action Requested: Discussion

The Huron-Clinton Metroparks Foundation (“Foundation”) is a Michigan non-profit corporation established on September 18, 2003. The Foundation was organized exclusively for educational, charitable, literary, and/or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, by acting for the benefit of, performing functions of, or carrying out the educational, charitable, literary, and/or scientific purposes of the Huron-Clinton Metropolitan Authority. In June 2014, HCMA administration requested that the bylaws for the Foundation be reviewed and revised for purposes of clarifying the number of directors to serve on the Foundation¹, appointment and/or election, and the removal of directors of the Foundation, and HCMA’s representation on the corporation’s board of directors.

The proposed Amended and Restated Bylaws for the Foundation were revised to include the following:

1. The Foundation’s board of directors shall have not less than three (3) or more than fifteen (15) members.
2. The HCMA Board of Commissioners (“Authority”) shall appoint two members of the Board of Directors of who may be duly qualified commissioners of the Authority.
3. The Authority’s Executive Director (or his or her designee) will serve as an ex officio voting member of the authority commensurate with his or her term of office with the Authority.
4. At each Annual meeting, a nominating committee (comprised of the Authority’s two appointed members and the Executive Director) will fix the number of persons to serve on the Foundation’s Board of Directors; and shall be responsible for nominating candidates to serve as the other members of the Foundation’s Board of directors.
5. The terms of the other members of the Foundation’s board of directors, shall be staggered such that one-third of the other directors will be elected at each annual meeting.
6. Expiring Foundation directorships will end on December 31 unless re-elected. Other than the directors appointed by the Authority and the Executive Director, no foundation director shall serve more than three continuous terms.
7. Foundation directors appointed by the Authority (and the Authority’s Executive Director) may be removed with or without cause by the Authority. All other Foundation directors may be removed with or without cause by majority vote of the Board of Directors then serving (with the exception of the director to be removed).
8. Require that the Foundation submit its annual budget to the Board of Commissioners for approval.

The Amended and Restated Bylaws of the Huron-Clinton Metroparks Foundation are presented for discussion. No formal action is required.

¹ Michigan Public Act 222 of the Public Acts of 2008 amended the Nonprofit Corporation Act requiring that the board of directors of a Michigan nonprofit corporation consist of a minimum of three directors.

AMENDED AND RESTATED BYLAWS
OF
THE HURON-CLINTON METROPARKS FOUNDATION

(A Michigan Nonprofit Corporation)

ARTICLE I

Board of Directors

Section 1. Directorship. The Corporation is organized upon a directorship basis. The property, business and affairs of the Corporation will be managed by its Board of Directors.

Section 2. Number and Term of Office. The Board of Directors of the Corporation will consist of not less than three nor more than fifteen persons. The Huron-Clinton Metropolitan Authority (the “Authority”) will appoint two members of the Board of Directors, of whom, one or both may be duly qualified Commissioners of the Authority. The Executive Director of the Authority (or his or her designee) will serve as an ex officio voting member of the Board of Directors of the Corporation for a term commensurate with his or her term of office with the Authority. Prior to each annual meeting, the Nominating Committee, shall fix the number of persons to serve on the Board of Directors within the range specified in these Bylaws. The Nominating Committee shall be responsible for nominations of candidates to serve as the other Directors of the Corporation. The terms of the other Directors will be staggered so that at each annual meeting, approximately one-third of the Directors will be elected by a majority vote of the Directors then serving. With the exception of the first Board of Directors appointed following adoption of these Amended and Restated Bylaws, each Director shall serve a three-year term. Of the first Board of Directors appointed following adoption of these Amended and Restated Bylaws, an equal number of the Directors, as near as is practicable, shall be appointed for 1- year, 2-year, and 3-year terms. Expiring directorship terms shall end on December 31 each year with elections to fill directorships held at the annual meeting of the Board unless the Nominating Committee determines that an expiring directorship should be eliminated. A person nominated and elected to fill the vacancy of a director due to death, resignation or removal, but not term expiration, shall serve for the remainder of the term held by the former director. With the exception of the Directors appointed by the Authority and the ex officio Director of the Authority, all other Directors will not serve more than three continuous terms.

Section 3. Resignation, Removal and Vacancies. A Director may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. With the exception of directors appointed by the Authority and the ex officio Director of the Authority, all other Directors of the Corporation may be removed either with or without cause, by action of the majority of the Directors of the Corporation then serving but excluding the Director subject to removal. The Authority shall have the sole authority to remove, with or without cause, the Directors appointed by the Authority and/or the ex officio Director of the Authority.

Section 4. General Powers as to Negotiable Paper. The Board of Directors may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 5. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Corporation by the President or any Vice President, and, if necessary, attested by the Secretary or the Treasurer.

Section 6. Compensation. Directors will serve without compensation but may be reimbursed for actual, reasonable and necessary expenses incurred by a Director in his or her capacity as a Director.

ARTICLE II

Meetings

Section 1. Annual Meeting. The annual meeting of the Directors of the Corporation will be held at the place and date as designated by the Directors for the purpose of electing officers for the ensuing year, presenting to the Directors a copy of the Corporation's financial report for the preceding fiscal year and for the transaction of other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held without notice if the time and place of the meeting has been determined by resolution of the Board. At least one regular meeting of the Board must be held each year.

Section 3. Special Meetings. Special meetings of the Directors may be called by the President and will be called by the President or Secretary at the direction of not less than two Directors or as may otherwise be provided by law. Special meetings will be held at the principal office of the Corporation unless otherwise directed by the President or Secretary and stated in the notice of meeting. Any request for a meeting by the Directors must state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Directors will be given personally, by mail, or by electronic transmission to each Director not less than ten days before a regular meeting and not less than two days before a special meeting. Notice by electronic transmission will be deemed to have been given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting.

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Quorum and Voting. A majority of all the Directors serving will constitute a quorum at any meeting. The vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the action of the Board of Directors, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 6. Conduct of Meetings. Meetings of the Directors will be presided over by the President. The Secretary or an Assistant Secretary of the Corporation or, in their absence, a person chosen at the meeting will act as Secretary of the meeting.

Section 7. Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual or special meeting of Directors may be taken without a meeting, without prior notice and without a vote, if all of the Directors consent in writing, including by electronic transmission such as electronic mail, to the action so taken. Written consents will be filed with the minutes of the proceedings of the Board of Directors.

Section 8. Participation by Remote Communication. A Director may participate in a meeting of Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE III

Officers

Section 1. Election or Appointment. The Board of Directors will elect a President, a Secretary and a Treasurer of the Corporation at each annual meeting and may elect a Vice President, Assistant Secretary and Assistant Treasurer. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Directors may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Corporation.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue until the next annual meeting of the Corporation and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Directors, with or without cause, by the affirmative vote of a majority of the Directors then in office, whenever in their judgment the best interest of the Corporation will be served.

An officer may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of the resignation.

Section 3. Compensation. Any officer who is an employee of the Corporation will receive reasonable compensation for his or her services as fixed by the Board of Directors.

Section 4. The President. The President will be the chief executive officer of the Corporation and will have general and active management of the activities of the Corporation. The President will see that all orders and resolutions of the Board of Directors are carried into effect. The President will execute all authorized conveyances, contracts or other obligations in the name of the Corporation except where required by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Directors to some other person. The President will preside at meetings of the Directors and in his or her absence, the Directors present at the meeting will designate another presiding officer.

Section 5. Vice President. The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President and will perform any other duties prescribed by the Board of Directors or the President.

Section 6. The Secretary. The Secretary will attend all meetings of the Board of Directors and record the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Board of Directors for which notice may be required and will perform any other duties prescribed by the Directors.

Section 7. The Treasurer. The Treasurer will oversee the financial activities of the Corporation. The Treasurer will perform all duties incident to the office of Treasurer and other administrative duties as may be prescribed by the Board of Directors. All books, papers, vouchers, money and other property of whatever kind belonging to the Corporation which are in the Treasurer's possession or under his or her control will be returned to the Corporation at the time of his or her death, resignation or removal from office.

Section 8. Assistant Secretaries and Assistant Treasurers. The Assistant Secretary and the Assistant Treasurer, respectively in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Board of Directors.

ARTICLE IV

Committees

Section 1. Executive Committee. The Board of Directors may establish an Executive Committee consisting of two or more members of the Board. The Executive Committee, subject to those limitations as may be required by law or imposed by resolution of the Board of Directors, may exercise all powers and authority of the Board of Directors in the management of the business and affairs of the Corporation between meetings of the Board of Directors, except that such Executive Committee will not have power or authority to:

- (a) Amend the Articles of Incorporation;

- (b) Adopt an agreement of merger or consolidation;
- (c) Approve the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- (d) Approve the dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board; or
- (g) Fix compensation of the Directors for serving on the board or on a committee.

Section 2. Nominating Committee. The Nominating Committee will consist of the Authority's two appointed members of the Board of Directors and the Authority's Executive Director (or his or her designee). The Nominating Committee, shall fix the size of the Board of Directors within the range specified in these Bylaws. The Nominating Committee is responsible for the review and nomination of candidates to serve as the other Directors of the Corporation.

Section 3. Park Advisory Committee. The Board of Directors may appoint one or more Park Advisory Committees (the "Advisory Committee") which may include one or more Directors and non-director volunteers. Each Advisory Committee will maintain interaction and communication with the Board of Directors and will serve as liaison between the community and the Corporation with regard to one or more designated parks. The Advisory Committee will work to raise funds in support of the Corporation and the designated parks.

Section 4. Other Committees. The Board of Directors may designate other committees as deemed appropriate. The committees will have the authority as delegated to them by the Board of Directors.

Section 5. Procedure. With the exception of the Nominating Committee, all committees, and each member thereof, will serve at the pleasure of the Board of Directors. The Board of Directors will have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any committee. Regular or special meetings of any committee may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Directors, and a majority of any committee will constitute a quorum at the meeting.

ARTICLE V

Indemnification

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, indemnify any Director or officer of the Corporation (and, to the extent provided in a resolution of the Board of Directors or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Director, officer, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. This indemnification will continue as to a person who has ceased to be a Director or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, officer, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.

ARTICLE VI

Conflicts of Interest

Section 1. Disclosure. When a member of the Board or an officer is affiliated with an organization seeking to provide services or facilities to the Corporation, or when a member of the Board or officer has any duality of interest or possible conflict of interest, real or apparent, such affiliation or conflict of interest should be disclosed to the Board of Directors and made a matter of record, either when the interest becomes a matter of Board action or as part of a periodic procedure to be established by the Board. An affiliation with an organization will be considered to exist when a Board member or officer or a member of his or her immediate family or close relative is an officer, director, trustee, partner, employee or agent of the organization, or has any other substantial interest or dealings with the organization.

Section 2. Voting. Any Board member or officer having a duality of interest or possible conflict of interest on any matter should not vote or use his or her personal influence on

the matter, however, he or she may be counted in determining a quorum for the meeting at which the matter is voted upon, as permitted by law. The Board should obtain and rely on appropriate comparability data, when appropriate. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, whether his or her presence was counted in determining a quorum, and whether comparability data was considered and used as a basis for making the decision. The comparability data should be attached to the minutes and made a part of the record.

Section 3. Statement of Position. The foregoing requirements should not be construed to prevent a Board member or officer from stating his or her position on the matter under consideration, nor from answering questions of other Board members relating to the matter.

ARTICLE VII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation will end on the last day of December.

Section 2. Amendments. These Bylaws may be amended or repealed by the affirmative vote of a majority of the Directors of the Corporation then in office.

Section 3. Loans and Guarantees. The Corporation will not provide loans to or guarantee obligations of an officer or Director of the Corporation, unless expressly permitted under State law.

Section 4. Annual Budget. The Corporation will prepare and submit for approval to the Authority, an annual budget showing anticipated revenue, expenses and reserves.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: John P. McCulloch, Executive Director
Subject: The Huron-Clinton Metroparks Foundation – Appointments to Foundation's Board of Directors
Date: August 7, 2014

Action Requested: Motion to Appoint Two (2) Board Members

That the Board of Commissioners consider the appointment of two members to the Huron-Clinton Metroparks Foundation board of directors as proposed in the revised and restated amended Foundation bylaws.

Background: The Huron-Clinton Metroparks Foundation is a Michigan non-profit corporation established on September 18, 2003. The Foundation was organized exclusively for educational, charitable, literary, and/or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, by acting for the benefit of, performing functions of, or carrying out the educational, charitable, literary, and/or scientific purposes of the Huron-Clinton Metropolitan Authority. The Foundation is proposing to amend its corporate Bylaws to permit the appointment of two members to the Foundation's Board of Directors which may be duly qualified Commissioners of the Authority.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: John P. McCulloch, Executive Director
Subject: The Huron-Clinton Metroparks Foundation – Memorandum of Agreement
Date: August 7, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the Memorandum of Agreement between HCMA and the Huron-Clinton Metroparks Foundation.

Background: The Huron-Clinton Metroparks Foundation is a Michigan non-profit corporation organized exclusively for educational, charitable, literary, and/or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, by acting for the benefit of, performing functions of, or carrying out the educational, charitable, literary, and/or scientific purposes of the Huron-Clinton Metropolitan Authority. The attached Memorandum of Agreement generalizes the business arrangement between the Metroparks and the Foundation. In particular, the agreement requires the Foundation to develop strategies for marketing, interacting and soliciting funding from individuals, corporations and private organizations for the benefit of the Metroparks. The agreement also provides for the creation of a charitable membership benefit program for Metropark users. HCMA will (at least initially) provide the Foundation support with the assistance of one or more employees and paying the reasonable expenses associated with implementation of the services set forth in the agreement.

Attachment: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2014 by and between the Huron-Clinton Metropolitan Authority, a Michigan public body corporate (“HCMA”), located at 13000 High Ridge Drive, Brighton, Michigan 48114, and The Huron-Clinton Metroparks Foundation a Michigan non-profit corporation (“Foundation”), whose registered office address is, 13000 High Ridge Drive, Brighton, MI 48114. In this Agreement, HCMA or Foundation may be referred to individually as “Party” or collectively as “Parties”.

RECITALS:

WHEREAS, HCMA is a Michigan public body corporate, established in accordance with Michigan Public Act 147 of the Michigan Public Acts of 1939, as amended, Michigan Compiled Laws 119.51 et seq.. for the purpose of developing, maintaining and operating a regional park system (“Metroparks”) located in Livingston, Macomb, Oakland, Washtenaw, and Wayne Counties; and,

WHEREAS, the Foundation is a Michigan non-profit corporation, organized and operating exclusively for educational, charitable, literary, and/or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, by acting for the benefit of, performing functions of, or carrying out the educational, charitable, literary, and/or scientific purposes of the Huron-Clinton Metropolitan Authority; and,

WHEREAS, the Parties believe that cooperation between them with respect to fundraising, business and donor development, and grant assistance on behalf of and in support of the Metroparks, is in the public interest and advances a public purpose; and

WHEREAS, this Agreement generalizes the business arrangement between HCMA and the Foundation.

NOW, THEREFORE in consideration of the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. FOUNDATION RESPONSIBILITIES

- 1.1. Develop strategies for marketing, interacting and soliciting funding from individuals, corporations, and private organizations and foundations for the benefit of the Metroparks.

- 1.2. Advocate and promote the interests of the Metroparks and to seek funding through donations and/or grants for the benefit of the Metroparks pursuant to HCMA's instructions.
- 1.3. Prepare an annual budget listing anticipated revenue and expenses for approval by the HCMA Board of Commissioners. The budget shall be submitted for approval on or before August 31 each year.
- 1.4. Provide to HCMA Board of Commissioners progress reports detailing donor recruitment and fundraising activities.
- 1.5. Creating, and maintaining prospect and donor list(s).
- 1.6. Managing database tracking Foundation activities.
- 1.7. Tracking and maintaining donations received by the Foundation.
- 1.8. If necessary, the Foundation will obtain and maintain at all times during the term of this Agreement all applicable business and professional licenses necessary to provide the services set forth in this agreement.
- 1.9. If applicable, the Foundation shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes, and will file its own annual and/or quarterly tax returns with the proper federal, state and local authorities. Unless otherwise agreed in this Agreement, HCMA shall not be liable to or required to reimburse the Foundation for any federal, state and local taxes or fees of any kind.
- 1.10. The Foundation shall comply with all applicable federal and state laws and regulations with respect to its responsibilities and actions set forth in this Agreement.

ARTICLE II. HCMA RESPONSIBILITIES

- 2.1. HCMA agrees to provide one or more employee(s) to assist the Foundation for the term of this Agreement to perform the activities set forth in Article I.
- 2.2. Subject to the prior approval of the HCMA Board of Commissioners of the Foundation's budget, HCMA will pay the Foundation reasonable expenses for: travel/transportation; hospitality/meals; operating supplies; database maintenance; training/education; mailings/materials, postage; and, insurance. If it develops that Foundation shall be exposed to extraordinary costs and expenses, then, HCMA agrees to pay such costs provided the

nature and circumstances thereof are disclosed and approved by HCMA prior to the time such extraordinary costs and expenses are incurred.

ARTICLE III. CHARITABLE MEMBERSHIP BENEFIT PROGRAM

- 3.1. The Foundation will be permitted to establish a charitable membership benefit program for Metropark users that consists of annual rights and/or privileges such as, but not limited to: free or discounted admissions to Metropark facilities and/or events, discounts on purchases at Metropark gift shops; free or discounted parking; free or discounted admission to member-only events sponsored by the Metroparks. Except as otherwise provided herein, HCMA agrees to provide annual Metropark admission permits at the same corporate rate (the rate HCMA provides to corporations, institutions and other organizations) to the Foundation for purposes of creating charitable memberships in the Foundation. Charitable membership programming by the Foundation shall comply with Internal Revenue Code provisions or other law and regulations concerning charitable contributions. The Foundation shall submit its charitable membership benefit program for approval by the HCMA prior to implementation, and any subsequent changes in the program.
- 3.2. Annual Metropark admission permits purchased directly at the Metroparks, but converted to a charitable membership in the Foundation by a park user, will negate the corporate discount that would otherwise be provided to the Foundation.

ARTICLE IV. TERM AND TERMINATION

- 4.1. This Agreement shall be for one (1) year, beginning on August 14, 2014 (“Effective Date”) and will continue for successive 1-year terms unless terminated by HCMA or the Foundation as provided herein. Either Party may terminate this agreement by providing thirty (30) days notice to the other Party of its intention to terminate. In the event of termination, all funds and personal property in possession of the Foundation shall be transferred to HCMA.

ARTICLE V. REPORTING

- 5.1. The Ex Officio Director of the Foundation (i.e. HCMA Executive Director) or his or her designee, on an annual basis, or as more frequently as directed by the HCMA Board of

Commissioners, shall report the Foundation's activities to the HCMA Board of Commissioners.

ARTICLE VI. INSURANCE AND INDEMNIFICATION

- 6.1. At all times during this Agreement, Foundation shall obtain and maintain general liability insurance according to the specifications acceptable to HCMA. HCMA shall be named as an additional insured.
- 6.2. To the extent permitted under Michigan law, the Foundation agrees to indemnify, defend and hold harmless the HCMA, for any claims, liabilities or damages occurring as a result of the actions, activities or omissions of the Foundation pursuant to this Agreement, or the negligence of the Foundation in exercising its rights hereunder, provided, however, that the Foundation shall not be responsible for any claims, liabilities or damages resulting from the actions of HCMA or third parties outside the control of the Foundation, or caused by the negligence of HCMA or third parties outside of the control of the Foundation. Notwithstanding the foregoing, nothing herein shall constitute a waiver of governmental immunity or other rights and privileges as provided by Michigan law.

ARTICLE VII. AUDIT

- 7.1. The Foundation shall allow the HCMA's Controller or designee, or an independent auditor hired by the HCMA, to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form the records may be kept, whether written, electronic or other) relating to or pertaining to this Agreement kept or under the control of the Foundation, including, but not limited to those kept by the Foundation, the Foundation's employees, agents, assigns, successors and subcontractors, and, if necessary, interview any Foundation director throughout the term of this Agreement, and for a period of three years after remittance of any funds. The Foundation shall explain any audit finding, questionable costs, or other compliance deficiencies to the HCMA within thirty (30) business days of receiving the draft audit report. The Foundation's written response shall include all necessary documents and information that refute the

draft audit report, and an action plan to resolve the audit findings. A copy of the Foundation's response will be included in the final report. Failure by the Foundation to respond in writing within 30 business days shall be deemed acceptance of the draft audit report, and will be noted in the final report. Costs of any audits conducted under this section shall be paid by HCMA unless the audit discovers substantive findings related to fraud, misrepresentation, or non-performance. In which case, the Foundation shall pay and HCMA may recoup costs of the audit work. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Foundation's records shall be made within thirty (30) days from the presentation of HCMA's findings to the Foundation.

ARTICLE VIII. GENERAL CONDITIONS

- 8.1. The person signing this Agreement on behalf of each of the Parties hereto represents that he/she has the authority to do so and to bind the Party to the terms and conditions hereof.
- 8.2. This Agreement may be amended or supplemented only by a written instrument signed by the Parties hereto. This Agreement and any incorporated contract specifications and Exhibits referenced in this Agreement constitute the entire agreement by and between the Parties with respect to the subject matter hereof. The provisions concerning Indemnification and Liability, Insurance, and Audit, shall survive termination of this Agreement.
- 8.3. The Foundation may not assign this Agreement without the prior written consent of the HCMA.
- 8.4. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if Foundation's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Foundation shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the HCMA.

- 8.5. This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan.
- 8.6. NOTICE: Notices given under this Agreement shall be in writing and shall either be personally delivered, sent by express delivery service or certified mail and addressed to the person listed below.

- a. If notice is sent to the Foundation, it shall be addressed to:

*John P. McCulloch, Registered Agent
13000 High Ridge Drive
Brighton, MI 48114
Email address: John.McCulloch@metroparks.com*

- b. If notice is sent the HCMA, it shall be addressed to:

*George Phifer, Deputy Director
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114
Email address: george.phifer@metroparks.com*

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

HURON-CLINTON METROPOLITAN AUTHORITY

John E. La Belle, Chairperson

Date

Robert W. Marans, Secretary

Date

Witness:

Date

HURON-CLINTON METROPARKS FOUNDATION

John P. McCulloch
Foundation Treasurer and
Ex Officio Member of Foundation

Date

Witness:

Date

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	62,133	72,207	75,503	-18%
Wolcott Mill	7,908	5,250	4,444	78%
Stony Creek	82,832	87,710	91,031	-9%
Indian Springs	14,501	13,507	13,576	7%
Kensington	104,059	96,802	102,686	1%
Huron Meadows	9,257	9,996	10,186	-9%
Hudson Mills	30,195	28,840	30,505	-1%
Lower Huron	43,417	39,499	51,106	-15%
Willow	29,122	24,138	25,233	15%
Oakwoods	3,877	3,299	3,693	5%
Lake Erie	26,342	28,910	33,703	-22%
Monthly TOTALS	413,643	410,158	441,666	-6%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 221,352	\$ 196,924	\$ 207,899	6%
\$ -	\$ -	\$ -	-
\$ 252,067	\$ 224,832	\$ 242,995	4%
\$ 35,408	\$ 24,995	\$ 23,729	49%
\$ 250,007	\$ 196,683	\$ 207,915	20%
\$ 1,940	\$ 2,420	\$ 2,742	-29%
\$ 61,757	\$ 37,312	\$ 45,590	35%
\$ 125,635	\$ 104,689	\$ 124,208	1%
\$ 58,157	\$ 49,270	\$ 50,948	14%
\$ 3,954	\$ 2,720	\$ 2,830	40%
\$ 62,819	\$ 68,820	\$ 72,639	-14%
\$ 1,073,096	\$ 908,665	\$ 981,494	9%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	228,890	248,048	259,258	-12%
Wolcott Mill	27,682	25,531	21,112	31%
Stony Creek	321,459	333,143	325,280	-1%
Indian Springs	50,674	53,100	55,487	-9%
Kensington	442,768	432,294	457,841	-3%
Huron Meadows	50,607	45,300	48,175	5%
Hudson Mills	125,793	131,765	136,610	-8%
Lower Huron	161,859	160,766	181,151	-11%
Willow	120,801	111,486	110,304	10%
Oakwoods	21,195	20,223	20,737	2%
Lake Erie	97,646	108,221	120,335	-19%
Monthly TOTALS	1,649,374	1,669,877	1,736,290	-5%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 891,737	\$ 707,389	\$ 761,761	17%
\$ -	\$ -	\$ -	-
\$ 1,391,960	\$ 1,095,809	\$ 1,093,978	27%
\$ 182,583	\$ 153,491	\$ 149,712	22%
\$ 1,330,018	\$ 1,025,318	\$ 1,047,670	27%
\$ 42,270	\$ 26,575	\$ 25,945	63%
\$ 335,133	\$ 247,439	\$ 264,300	27%
\$ 377,846	\$ 281,842	\$ 329,921	15%
\$ 200,628	\$ 150,664	\$ 159,982	25%
\$ 29,858	\$ 26,070	\$ 25,757	16%
\$ 367,037	\$ 283,280	\$ 312,887	17%
\$ 5,149,069	\$ 3,997,877	\$ 4,171,913	23%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 319,817	\$ 326,840	\$ 352,784	-9%
Wolcott Mill	\$ 76,491	\$ 69,363	\$ 67,213	14%
Stony Creek	\$ 535,546	\$ 500,651	\$ 489,375	9%
Indian Springs	\$ 177,133	\$ 129,354	\$ 126,392	40%
Kensington	\$ 561,398	\$ 507,830	\$ 513,556	9%
Huron Meadows	\$ 124,008	\$ 106,296	\$ 113,896	9%
Hudson Mills	\$ 149,106	\$ 125,121	\$ 135,946	10%
Lower Huron	\$ 421,910	\$ 438,705	\$ 543,689	-22%
Willow	\$ 218,254	\$ 171,308	\$ 189,897	15%
Oakwoods	\$ 6,451	\$ 5,965	\$ 5,142	25%
Lake Erie	\$ 285,047	\$ 300,559	\$ 338,515	-16%
Y-T-D TOTALS	\$ 2,875,161	\$ 2,681,992	\$ 2,876,406	0%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 1,185,082	\$ 1,027,367	\$ 1,121,929	-9%
\$ 291,116	\$ 271,138	\$ 281,156	4%
\$ 2,380,941	\$ 2,045,033	\$ 1,967,332	21%
\$ 663,399	\$ 567,036	\$ 557,015	19%
\$ 2,333,370	\$ 1,983,795	\$ 1,984,117	18%
\$ 463,507	\$ 398,453	\$ 434,958	7%
\$ 654,745	\$ 577,829	\$ 585,121	12%
\$ 1,008,551	\$ 837,168	\$ 1,038,301	-3%
\$ 662,718	\$ 546,433	\$ 574,432	15%
\$ 43,134	\$ 38,045	\$ 37,054	16%
\$ 1,068,707	\$ 953,162	\$ 1,083,973	-1%
\$ 10,755,270	\$ 9,245,459	\$ 9,665,389	11%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	
Eastern	578,031	606,722	605,651	-5%
Western	669,842	662,459	698,113	-4%
Southern	401,501	400,696	432,526	-7%

District	Y-T-D Total Revenue by Management Unit		
	Current	Previous	Prev 3 Yr Avg
Eastern	3,857,139	3,343,538	3,370,417
Western	4,115,021	3,527,114	3,561,212
Southern	2,783,110	2,374,808	2,733,760

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	3,319	3,119	3,005	10%
Stony Creek	6,117	6,436	6,173	-1%
Indian Springs	4,958	4,336	4,165	19%
Kensington	5,190	5,472	5,500	-6%
Huron Meadows	4,142	4,158	4,278	-3%
Hudson Mills	3,090	3,240	2,980	4%
Willow	4,522	2,887	3,265	38%
Lake Erie	4,618	3,923	3,939	17%
Total Regulation	35,956	33,571	33,305	8%
LSC Par 3	1,775	2,394	2,650	-33%
L. Huron Par 3	1,237	1,215	1,255	-1%
Total Golf	38,968	37,180	37,210	5%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 58,708	\$ 55,469	\$ 58,049	1%
\$ 130,073	\$ 144,166	\$ 137,484	-5%
\$ 109,595	\$ 96,209	\$ 93,451	17%
\$ 120,939	\$ 128,249	\$ 126,263	-4%
\$ 103,771	\$ 100,613	\$ 102,710	1%
\$ 55,885	\$ 56,995	\$ 56,689	-1%
\$ 93,173	\$ 65,540	\$ 68,453	36%
\$ 81,037	\$ 69,937	\$ 78,645	3%
\$ 753,181	\$ 717,178	\$ 721,744	4%
\$ 10,742	\$ 14,437	\$ 14,336	-25%
\$ 7,208	\$ 7,394	\$ 6,752	7%
\$ 771,131	\$ 739,009	\$ 742,832	4%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	8,082	8,724	9,283	-13%
Stony Creek	17,271	19,881	19,613	-12%
Indian Springs	14,026	13,527	13,859	1%
Kensington	15,604	17,525	18,570	-16%
Huron Meadows	12,456	13,423	14,618	-15%
Hudson Mills	9,141	9,795	8,767	4%
Willow	12,055	9,968	10,403	16%
Lake Erie	13,394	12,002	13,349	0%
Total Regulation	102,029	104,845	108,461	-6%
LSC Par 3	5,090	7,028	7,636	-33%
L. Huron Par 3	3,178	3,539	3,754	-15%
Total Golf	110,297	115,412	119,851	-8%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 151,866	\$ 160,120	\$ 182,827	-17%
\$ 488,516	\$ 542,697	\$ 521,904	-6%
\$ 345,162	\$ 333,134	\$ 337,066	2%
\$ 382,349	\$ 433,372	\$ 437,984	-13%
\$ 340,574	\$ 346,084	\$ 366,526	-7%
\$ 187,215	\$ 201,920	\$ 189,370	-1%
\$ 300,179	\$ 257,628	\$ 252,935	19%
\$ 305,657	\$ 296,242	\$ 317,420	-4%
\$ 2,501,518	\$ 2,571,197	\$ 2,606,032	-4%
\$ 31,222	\$ 41,676	\$ 41,085	-24%
\$ 20,084	\$ 21,900	\$ 20,564	-2%
\$ 2,552,824	\$ 2,634,773	\$ 2,667,681	-4%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	12,865	17,263	23,143	-44%
KMP Splash	15,053	19,222	23,092	-35%
Lower Huron	28,689	39,062	49,875	-42%
Willow	6,980	7,644	9,776	-29%
Lake Erie	12,958	17,127	18,498	-30%
TOTALS	76,545	100,318	124,385	-38%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 51,376	\$ 68,246	\$ 73,914	-30%
\$ 65,886	\$ 83,502	\$ 83,351	-21%
\$ 237,861	\$ 261,478	\$ 335,081	-29%
\$ 24,206	\$ 26,085	\$ 33,557	-28%
\$ 64,154	\$ 80,209	\$ 99,552	-36%
\$ 443,483	\$ 519,520	\$ 625,456	-29%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	28,555	27,489	39,789	-28%
KMP Splash	30,006	29,974	38,601	-22%
Lower Huron	58,469	60,814	80,009	-27%
Willow	12,989	12,142	16,333	-20%
Lake Erie	28,937	25,613	32,230	-10%
TOTALS	158,956	156,032	206,962	-23%

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 113,777	\$ 108,570	\$ 126,347	-10%
\$ 132,619	\$ 130,264	\$ 138,832	-4%
\$ 479,983	\$ 400,588	\$ 531,482	-10%
\$ 45,497	\$ 40,188	\$ 55,098	-17%
\$ 139,438	\$ 117,090	\$ 172,359	-19%
\$ 911,314	\$ 796,700	\$ 1,024,118	-11%

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	4	3	8	-52%
Shelters	117	128	160	-27%
Boat Launches	1,032	1,454	1,770	-42%
Marina	684	644	842	-19%
Mini-Golf	2,711	2,629	3,237	-16%
Wolcott				
Activity Center	17	15	13	34%
Stony Creek				
Disc Golf Daily	3,650	3,422	3,415	7%
Disc Golf Annual	1	3	2	-50%
Total Disc Golf	3,651	3,425	3,417	7%
Shelters	32	60	46	-30%
Boat Rental	4,702	5,303	6,049	-22%
Boat Launches	377	440	579	-35%
Indian Springs				
Shelters	16	2	4	269%
Event Room	1,176	1,420	1,313	-10%
Kensington				
Disc Golf Daily	5,301	4,786	4,638	14%
Disc Golf Annual	0	3	2	-
Total Disc Golf	5,301	4,789	4,639	14%
Shelters	37	47	48	-23%
Boat Rental	5,166	4,456	4,492	15%
Huron Meadows				
Shelters	1	2	1	-25%
Boat Rental	140	86	80	74%
Hudson Mills				
Disc Golf Daily	2,078	1,939	2,225	-7%
Disc Golf Annual	0	4	3	-
Total Disc Golf	2,078	1,943	2,228	-7%
Shelters	15	12	16	-8%
Canoe Rental	1,750	1,935	2,001	-13%
Lower Huron / Willow / Oakwoods				
LH Shelters	9	25	25	-64%
Willow Shelters	12	7	11	6%
Lake Erie				
Shelters	5	9	12	-57%
Boat Launches	2,013	2,652	2,944	-32%
Marina	18	19	15	19%

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ 2,700	\$ 700	\$ 2,000	35%
\$ 7,690	\$ 7,980	\$ 7,178	7%
\$ -	\$ -	\$ -	-
\$ 5,130	\$ 6,591	\$ 9,578	-46%
\$ 9,533	\$ 9,484	\$ 8,814	8%
\$ 750	\$ 200	\$ 365	105%
\$ 7,295	\$ 6,859	\$ 6,870	6%
\$ 50	\$ 150	\$ 83	-40%
\$ 7,345	\$ 7,009	\$ 6,954	6%
\$ 6,400	\$ 12,200	\$ 7,937	-19%
\$ 40,176	\$ 45,357	\$ 50,504	-20%
\$ -	\$ -	\$ -	-
\$ 1,400	\$ 400	\$ 683	105%
\$ 5,760	\$ 4,296	\$ 5,370	7%
\$ 10,601	\$ 9,572	\$ 9,317	14%
\$ -	\$ 130	\$ 77	-
\$ 10,601	\$ 9,702	\$ 9,393	13%
\$ 9,350	\$ 9,350	\$ 7,983	17%
\$ 62,126	\$ 55,394	\$ 54,218	15%
\$ 200	\$ 400	\$ 233	-14%
\$ 1,576	\$ 1,652	\$ 1,450	9%
\$ 4,156	\$ 3,878	\$ 4,449	-7%
\$ -	\$ 180	\$ 160	-
\$ 4,156	\$ 4,058	\$ 4,609	-10%
\$ 3,000	\$ 2,400	\$ 2,650	13%
\$ 5,909	\$ 8,481	\$ 8,839	-33%
\$ 2,000	\$ 5,000	\$ 3,467	-42%
\$ 2,550	\$ 1,400	\$ 1,800	42%
\$ 1,100	\$ 1,800	\$ 1,933	-43%
\$ -	\$ -	\$ -	-
\$ 34,266	\$ 35,082	\$ 35,611	-4%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	28	35	46	-40%
Shelters	205	254	293	-30%
Boat Launches	3,138	3,718	4,358	-28%
Marina	1,823	1,458	1,830	0%
Mini-Golf	6,226	5,866	7,284	-15%
Wolcott				
Activity Center	36	60	62	-42%
Stony Creek				
Disc Golf Daily	13,627	17,130	16,502	-17%
Disc Annual	53	87	80	-34%
Total Disc Golf	13,680	17,217	16,582	-17%
Shelters	261	352	365	-29%
Boat Rental	11,033	10,416	11,813	-7%
Boat Launches	1,282	1,275	1,443	-11%
Indian Springs				
Shelters	59	40	43	37%
Event Room	4,562	4,458	3,709	23%
Kensington				
Disc Golf Daily	19,381	21,526	19,414	0%
Disc Annual	96	120	111	-13%
Total Disc Golf	10,601	9,702	9,393	13%
Shelters	357	392	387	-8%
Boat Rental	11,974	9,182	9,248	29%
Huron Meadows				
Shelters	14	22	27	-48%
Boat Rental	325	217	242	34%
Hudson Mills				
Disc Golf Daily	8,207	9,145	10,561	-22%
Disc Annual	109	123	137	-21%
Total Disc Golf	8,316	9,268	10,699	-22%
Shelters	95	116	123	-23%
Canoe Rental	3,352	3,071	3,244	3%
Lower Huron / Willow / Oakwoods				
LH Shelters	139	166	190	-27%
Willow Shelters	74	93	111	-33%
Lake Erie				
Shelters	58	81	88	-34%
Boat Launches	7,982	9,888	10,689	-25%
Marina	31	25	25	23%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 10,750	\$ 9,400	\$ 21,592	-50%
\$ 52,520	\$ 63,895	\$ 56,503	-7%
\$ -	\$ -	\$ -	-
\$ 12,173	\$ 13,743	\$ 19,747	-38%
\$ 22,262	\$ 21,233	\$ 20,414	9%
\$ 12,120	\$ 11,200	\$ 13,225	-8%
\$ 27,219	\$ 30,392	\$ 31,445	-13%
\$ 2,550	\$ 3,500	\$ 3,637	-30%
\$ 13,680	\$ 17,217	\$ 16,582	-17%
\$ 61,600	\$ 70,100	\$ 60,823	1%
\$ 94,991	\$ 89,575	\$ 99,430	-4%
\$ -	\$ -	\$ -	-
\$ 8,400	\$ 8,000	\$ 7,117	18%
\$ 36,800	\$ 39,612	\$ 33,256	11%
\$ 38,760	\$ 43,050	\$ 38,811	0%
\$ 4,475	\$ 5,410	\$ 5,163	-13%
\$ 19,477	\$ 21,646	\$ 19,525	0%
\$ 81,295	\$ 79,200	\$ 64,833	25%
\$ 142,506	\$ 110,878	\$ 109,061	31%
\$ 2,800	\$ 4,400	\$ 4,417	-37%
\$ 3,815	\$ 3,966	\$ 4,166	-8%
\$ 16,414	\$ 18,290	\$ 21,123	-22%
\$ 5,050	\$ 5,790	\$ 6,580	-23%
\$ 8,316	\$ 9,268	\$ 10,699	-22%
\$ 19,000	\$ 23,050	\$ 20,633	-8%
\$ 12,967	\$ 13,372	\$ 14,514	-11%
\$ 30,300	\$ 33,200	\$ 30,917	-2%
\$ 16,450	\$ 18,600	\$ 18,197	-10%
\$ 13,300	\$ 14,250	\$ 14,158	-6%
\$ -	\$ -	\$ -	-
\$ 117,063	\$ 123,587	\$ 126,132	-7%

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

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
103	17	74	39%
488	265	280	74%
525	0	0	-
5,609	6,954	5,347	5%
4,007	1,994	2,788	44%
0	1,066	764	-
4,031	6,929	4,555	-11%
748	835	896	-17%
272	258	270	1%
372	0	0	-
4,663	1,517	1,347	246%
1,204	564	755	60%
0	0	0	-
2,417	372	481	403%
8,060	3,866	3,106	159%
592	142	132	348%
3,325	400	1,172	184%
479	319	462	4%
570	146	296	92%
166	57	73	127%
2,900	1,592	1,810	60%
47	13	16	188%
140	48	73	92%
0	0	0	-

INTERPRETIVE FACILITIES				
PARK	Monthly Patrons Served			
	(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	16,450	10,877	16,510	0%
Wolcott Mill	3,823	3,863	3,567	7%
Wolcott Farm	7,779	11,367	10,023	-22%
Stony Creek	17,467	15,894	20,026	-13%
Indian Springs	10,942	10,309	9,933	10%
Kens NC	25,978	26,612	26,943	-4%
Kens Farm	20,874	21,806	23,287	-10%
Mobile Center	1,081	1,055	1,493	-28%
Hudson Mills	3,778	4,050	3,873	-2%
Oakwoods	14,038	11,140	12,966	8%
Lake Erie	13,854	13,880	14,438	-4%
Totals	136,064	130,853	143,059	-5%
PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 1,218	\$ 1,653	\$ 1,626	-25%
Wolcott Mill	\$ -	\$ 205	\$ 645	-
Wolcott Farm	\$ 1,589	\$ 1,966	\$ 1,676	-5%
Wagon Rides	\$ 282	\$ 113	\$ 38	649%
Livestock/Produce	\$ 2,017	\$ 2,156	\$ 2,706	-25%
FARM TOTAL	\$ 3,888	\$ 4,235	\$ 4,420	-12%
Stony Creek	\$ 2,341	\$ 2,341	\$ 1,407	66%
Indian Springs	\$ 1,750	\$ 2,409	\$ 2,105	-17%
Kens NC	\$ 1,623	\$ 1,857	\$ 2,049	-21%
Kens Farm	\$ 3,634	\$ 1,710	\$ 1,588	129%
Wagon Rides	\$ 2,290	\$ 1,636	\$ 1,749	31%
Livestock/Produce	\$ 1,027	\$ 608	\$ 641	60%
FARM TOTAL	\$ 6,951	\$ 3,954	\$ 3,978	75%
Mobile Center	\$ 1,725	\$ 2,552	\$ 1,952	-12%
Hudson Mills	\$ 825	\$ 1,701	\$ 873	-5%
Oakwoods	\$ 917	\$ 1,214	\$ 1,635	-44%
Lake Erie	\$ 658	\$ 1,134	\$ 1,034	-36%
Totals	\$ 21,896	\$ 23,255	\$ 21,724	1%

YTD Patrons Served			
(total program participants and non-program visitors)			
Current	Previous	Prev 3 Yr Avg	Change
78,807	80,898	93,535	-16%
20,385	22,873	21,887	-7%
62,013	86,232	74,624	-17%
87,333	87,433	105,967	-18%
62,279	65,348	63,340	-2%
153,864	191,399	182,539	-16%
173,892	194,580	200,967	-13%
13,629	15,235	16,493	-17%
26,276	25,714	26,593	-1%
80,552	82,787	83,259	-3%
81,114	81,045	86,312	-6%
840,144	933,544	955,516	-12%
YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ 15,113	\$ 14,865	\$ 12,273	23%
\$ 5,599	\$ 4,826	\$ 4,796	17%
\$ 35,191	\$ 41,632	\$ 30,798	14%
\$ 4,093	\$ 806	\$ 1,271	222%
\$ 30,640	\$ 16,774	\$ 30,306	1%
\$ 69,924	\$ 59,212	\$ 62,375	12%
\$ 15,662	\$ 18,205	\$ 18,814	-17%
\$ 24,751	\$ 26,876	\$ 24,939	-1%
\$ 16,115	\$ 15,320	\$ 13,387	20%
\$ 35,120	\$ 37,311	\$ 31,336	12%
\$ 15,895	\$ 14,240	\$ 13,876	15%
\$ 9,930	\$ 9,415	\$ 8,426	18%
\$ 12,388	\$ 11,872	\$ 10,922	13%
\$ 9,543	\$ 11,211	\$ 10,608	-10%
\$ 10,146	\$ 9,283	\$ 10,133	0%
\$ 5,172	\$ 7,415	\$ 6,784	-24%
\$ 245,357	\$ 240,051	\$ 228,670	7%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	50	1,157	30	821
Wolcott Mill	5	826	14	557
Wolcott Farm	40	2,691	78	2,418
Stony Creek	57	1,498	32	579
Indian Springs	63	1,959	63	1,484
Kens NC	55	1,138	69	1,295
Kens Farm	207	1,832	202	1,761
Mobile Center	23	566	30	772
Hudson Mills	4	194	12	490
Oakwoods	25	458	32	564
Lake Erie	15	579	37	841
Totals	544	12,898	599	11,582

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
49	1,521	70	1,600
-	-	-	-
1	300	9	2,080
-	-	-	-
1	40	2	77
-	-	1	60
-	-	-	-
1	515	1	283
3	84	3	60
1	104	3	211
1	65	5	393
57	2,629	94	4,764

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	13,772	8,456
Wolcott Mill	2,997	3,306
Wolcott Farm	4,788	6,869
Stony Creek	15,969	15,315
Indian Springs	8,943	8,748
Kens NC	24,840	25,257
Kens Farm	19,042	20,045
Mobile Center		
Hudson Mills	3,500	3,500
Oakwoods	13,476	10,365
Lake Erie	13,210	12,646
Totals	120,537	114,507

"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.