

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**September 8, 2016 – 10:30 a.m.**  
**Lake Erie Metropark – Pool Food Bar Area**

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1. Chairman's Statement
2. Public Participation
3. Approval – August 11, 2016 Regular Meeting and Closed Session Minutes
4. Approval – September 8, 2016 Full Agenda

**Consent Agenda**

5. **Approval – September 8, 2016 Consent Agenda**
  - a. Approval – August 2016 Financial Statements and Payment Registers
  - b. Approval – August 2016 Appropriation Adjustments **pg. 1**
  - c. Update – Purchases over \$10,000 **pg. 5**
  - d. Approval – Part-time and Seasonal Wage Increases **pg. 7**
  - e. Bids – Above Ground Storage Tank Installation, Lower Huron Metropark **pg. 11**
  - f. Update – Seawall Repair, Lake St. Clair Metropark **pg. 13**
  - g. Update – Tree Removal Project Bids **pg. 15**

**Regular Agenda**

6. **Reports**
  - A. *Planning Department*
    1. Report – Wolcott Mill Draft Master Plan **pg. 17**
    2. Approval – Five-Year Recreation Plan Survey RFP **pg. 67**
  - B. *Lake St. Clair Metropark*
    1. Bids – Spray Pad Repairs and Resurfacing **pg. 107**
  - C. *Stony Creek Metropark*
    1. Approval – Boat Launch Site Design **pg. 113**
  - D. *Dexter-Huron Metropark*
    1. Approval – Border-to-Border Trail Site Access Authorization **pg. 119**
  - E. *Lower Huron Metropark*
    1. Bids – Park Maintenance Building Roof Improvements **pg. 127**
  - F. *Administrative Office*
    1. Update – Plante Moran Cash Management Assessment Report **pg. 133**
    2. Approval – Contractual Services **pg. 155**
7. Other Business
8. Staff Officer Update
9. Commissioner Comments
10. Motion to Adjourn

The next regular Metroparks Board meeting will take place  
Thursday, October 13, 2016 – 10:30 a.m.  
Kensington Metropark – Farm House Grille





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Baaki, Chief Accountant  
Subject: Approval – August 2016 Appropriation Amendments  
Date: September 2, 2016

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

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

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

For the month of August, these transfers totaled \$4,327,380.32. These were a result of funds that were transferred within the parks and Administrative Office to cover over budget accounts that have occurred or are projected for the fiscal year. There were also transfers done to setup budgets for Capital and Major Maintenance projects and to transfer money from Major Maintenance to Operations to help fund unexpected expenses. The result of this change can be seen in the attachment.

During the month, there were five amendments that affected Fund Balance.

- \$10,000 was taken from Fund Balance to cover additional office supplies purchased at the Administration Office.
- \$82,781 was taken from Fund Balance to fund the new Media Relations Specialist position approved by the Board in December 2015.
- \$75,443 was taken from Fund Balance to increase funding on the Lake St. Clair Seawall project approved by the Board in May 2016.
- \$8,656 was taken from Fund Balance to cover land acquisition costs at Lake St. Clair that were not originally budgeted for.
- Fund Balance was increased by \$20,665 as a result of liability insurance expenses coming in less than what was originally budgeted.

In addition, these extra costs will be offset by a \$273,092 increase in revenue at the Administration Office.

### **Attachment: Appropriation Adjustments**





### August 2016 - Appropriation Adjustments

	Location	Increase	Decrease	Difference
Capital	Administrative Office	\$ 10,697.00	\$ 28,365.00	\$ (17,668.00)
	Lake St. Clair	265,000.00	344,831.00	(79,831.00)
	Kensington	254,193.00	289,167.00	(34,974.00)
	Lower Huron	16,199.00	23,715.00	(7,516.00)
	Hudson Mills		10,016.00	(10,016.00)
	Stony Creek	1,300,633.00	1,332,997.00	(32,364.00)
	Lake Erie		41,815.00	(41,815.00)
	Wolcott		22,093.00	(22,093.00)
	Indian Springs		12,365.00	(12,365.00)
	Huron Meadows		5,205.00	(5,205.00)
	Total	<b>\$ 1,846,722.00</b>	<b>\$ 2,110,569.00</b>	<b>\$ (263,847.00)</b>
Major Maintenance	Administrative Office	\$ -	\$ 4,365.00	\$ (4,365.00)
	Lake St. Clair	15,985.00	63,086.00	(47,101.00)
	Kensington	262,554.00	298,981.00	(36,427.00)
	Lower Huron		23,519.00	(23,519.00)
	Hudson Mills	15,000.00	15,547.00	(547.00)
	Stony Creek		86,110.00	(86,110.00)
	Lake Erie	15,000.00	12,341.00	2,659.00
	Wolcott		19,033.00	(19,033.00)
	Indian Springs		103,129.00	(103,129.00)
	Huron Meadows		8,729.00	(8,729.00)
	Total	<b>\$ 308,539.00</b>	<b>\$ 634,840.00</b>	<b>\$ (326,301.00)</b>
Operations	Lake St. Clair	\$ 274,335.84	\$ 263,951.82	\$ 10,384.02
	Kensington	196,487.68	190,324.68	6,163.00
	Lower Huron	77,714.68	69,728.68	7,986.00
	Hudson Mills	138,036.26	110,263.26	27,773.00
	Stony Creek	395,236.64	269,311.26	125,925.38
	Lake Erie	51,006.84	37,165.84	13,841.00
	Wolcott	86,490.75	82,990.75	3,500.00
	Indian Springs	126,902.60	187,966.00	(61,063.40)
	Huron Meadows	77,148.00	77,148.00	-
	Total	<b>\$ 1,423,359.29</b>	<b>\$ 1,288,850.29</b>	<b>\$ 134,509.00</b>
Administration	Administrative Office	\$ 748,760.03	\$ 293,121.03	\$ 455,639.00
	Total	<b>\$ 748,760.03</b>	<b>\$ 293,121.03</b>	<b>\$ 455,639.00</b>
Grand Total		<b>\$ 4,327,380.32</b>	<b>\$ 4,327,380.32</b>	<b>\$ -</b>





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: George Phifer, Director  
 Subject: Update – Purchases over \$10,000  
 Date: August 31, 2016

## Action Requested: Motion to Receive and File

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

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

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

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Spartan Tool LLC	Soldier Sewer High Pressure Jetter	\$20,695.00
Michigan Cat	2 each, Virnig Brush Cutters for use with Land Clearing Machine for NRC/Stony Creek	\$19,994.00
White Pine	Lake Erie Roof Repairs for Food Bar and Control Building	\$13,216.95



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Randy Rossman, Human Resources Manager  
Subject: Approval – Part-time and Seasonal Wage Increases  
Date: August 31, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' accept the proposal to increase the part-time and seasonal wage scales to keep up with the required minimum wage increases over the next two years and maintain position equity throughout the wage scale.

**Fiscal Impact:** Incorporated into the 2017 annual budget.

**Background:** Metroparks part-time and seasonal wages increased Jan. 1, 2016 due to the minimum wage increase from \$8.15 to \$8.50 and for wage scale equity. The current minimum wage is \$8.50 and will increase again as follows: \$8.90 in 2017 and \$9.25 in 2018.

The 2016 increase addressed our issue of compressed wages and has helped with our difficulty to recruit and retain qualified candidates. The proposed increases for both 2017 and 2018 will aid in maintaining the momentum gained and keep the Metroparks in compliance with minimum wage requirements.

Staff believes that the approval and implementation of the attached wage increase proposal will enhance our recruitment and retention of qualified part-time and seasonal employees and prevent wage compression that will maintain wage scale equity. Additionally, this recommendation will continue to provide a stable and reliable workforce that is beneficial to patrons and supporters of the Metroparks.

**Attachment: Wage Increase Proposal**



# Proposed Part-Time Wage Scale for 2017 / 2018

## Current Year

L/S	2016 Cost Estimate @ 2015 Hrs Worked		
	Rate	Hours	\$ Amt
P1	\$9.00	18,208	\$163,872
P2	\$9.65	87,384	\$843,256
P3	\$11.10	124,047	\$1,376,922
P4	\$13.10	80,883	\$1,059,567
P5	\$15.70	37,790	\$593,303
P6	\$16.50	1,445	\$23,843
PX	Range	12,260	\$254,765
S1	\$8.50	71,235	\$605,498
S2	\$8.95	64,465	\$576,962
S3	\$9.85	54,536	\$537,180
S4	\$11.35	11,108	\$126,076
S5	\$13.60	3,561	\$48,430
	TTL	566,922	\$6,209,671

## Proposed Rates

% Increase	2017 Cost Estimate @ 2015 Hrs Worked		
	Rate	Hours	\$ Amt
MW +\$.50	\$9.40	18,208	\$171,155
7%	\$10.05	87,384	\$878,209
15%	\$11.55	124,047	\$1,432,743
18%	\$13.65	80,883	\$1,104,053
20%	\$16.40	37,790	\$619,756
5%	\$17.20	1,445	\$24,854
--	Range	12,260	\$254,765
Min Wage	\$8.90	71,235	\$633,992
5%	\$9.35	64,465	\$602,748
10%	\$10.30	54,536	\$561,721
15%	\$11.85	11,108	\$131,630
20%	\$14.20	3,561	\$50,566
	TTL	566,922	\$6,466,191
	\$ Diff vs Prev Year		
			\$256,520

2018 Cost Estimate @ 2015 Hrs Worked		
Rate	Hours	\$ Amt
\$9.75	18,208	\$177,528
\$10.45	87,384	\$913,163
\$12.00	124,047	\$1,488,564
\$14.15	80,883	\$1,144,494
\$17.00	37,790	\$642,430
\$17.85	1,445	\$25,793
Range	12,260	\$254,765
\$9.25	71,235	\$658,924
\$9.70	64,465	\$625,311
\$10.65	54,536	\$580,808
\$12.25	11,108	\$136,073
\$14.70	3,561	\$52,347
TTL	566,922	\$6,700,200
	\$ Diff vs Prev Year	
		\$234,009

Grand Total Estimated Increase from 2016 to 2018

\$490,529







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 506-16-482  
 Project Title: Bids – Maintenance Aboveground Storage Tank (AST) Installation  
 Project Type: Capital Improvement  
 Location: Lower Huron Metropark, Wayne County  
 Date: August 31, 2016

Bids Received: August 16, 2016 at 2:00 p.m.

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 506-16-482 to the low responsive, responsible bidder, Oscar W. Larson Company in the amount of \$132,375; and (2) authorized the transfer of \$14,375 from the Administrative Office Unallocated Capital Account to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This project is \$14,375 over the 2016-budgeted amount. Funding is available in the Administrative Office Addition budgeted line item that will not be used this year and will be rebudgeted in 2017.

**Scope of Work:** The work is to include furnishing all labor, equipment and materials necessary for the installation of an above ground storage tank for 4,000 gallons of unleaded fuel and 2,000 gallons of diesel fuel, associated controls, dispensers, concrete pad, path, site work and restoration.

**Background** There are currently three underground storage tanks that were installed in 1989 at the Lower Huron maintenance facility. The tanks include a 1,000-gallon unleaded, 4,000-gallon unleaded, and a 2,500-gallon diesel. The tanks are double walled fiberglass reinforced plastic. The aboveground storage tank offers the advantages of easy inspection of connections and supply lines to pumps and controls, visually being able to see the tank structure, limited training and regulatory requirements, pumps which are mounted directly to the tanks and not on a standalone island, and a reduction of possible long term liability risk. Currently out of the 18-fuel storage sites, 11 have aboveground storage tanks and the remaining seven sites have underground storage tanks.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Oscar W. Larson	Clarkston	\$132,375.00
TSP, Services Inc.	Redford	\$200,195.00
Budget Amount for Contract Services and Administration		\$118,000.00
Work Order Amount		
Contract Amount- Oscar W Larson Company		\$132,375.00
Contract Administration		\$ 4,000.00
Total Proposed Work Order Amount		<u>\$ 36,375.00</u>

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





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 502-15-662  
 Project Title: Seawall Replacement  
 Project Type: Capital Improvement  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: August 31, 2016

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

That the Board of Commissioners' receive and file Seawall Replacement report as recommended by Manager of Engineering, Mike Brahm-Henkel and staff.

**Fiscal Impact:** \$75,442.50 in project costs, in which funding for this project was approved at the May 12, 2016 Board meeting.

**Background:** At the May 12, 2016 Board meeting, staff originally requested \$50,000 to address the soft soils that were encountered while the contractor was driving sheeting along the curved portion of the seawall. A motion was approved authorizing staff to use the necessary funding in order to permanently correct the problem with the seawall.

The work was paused to allow the geotechnical consultant, G2, and the engineering consultant, AEW, time to address the issue. More soil borings were taken in an effort to locate better soil conditions. No improvement to the soil conditions could be found at the site.

With this result, the consultant has recommended modifying the original design to provide interlocking deadman anchors, increasing the distance between the face of the wall and the deadman anchors to 30-feet in the radius area, maintain rod spacing at 10-feet and to limit the surcharge loading to 65 pounds per square foot behind the wall.

With these changes, \$25,442.50 in additional funding over the original requested amount of \$50,000 is necessary to complete the modified work. To date, the steel sheeting has been installed except for the tie back and anchoring in this section. Once this is complete, the project can be finished and the area restored.

The original section of seawall is located between the north and south marinas. As you may recall, this project replaced the 45-year-old seawall that was failing, which was originally installed in 1970. In addition, this project is also upgrading the existing walkway lighting from the project area through the south marina to the point with more efficient LED luminaries.



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Eric Ellis, Manager of Natural Resources and Regulatory Compliance  
Project Title: Update – Tree Removal Project Bids  
Project Type: Major Maintenance  
Location: Lower Huron, Willow and Oakwoods Metroparks, Wayne County  
Date: August 31, 2016

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

That the Board of Commissioners' receive and file the Tree Removal report as recommended by Manager of Natural Resources and Regulatory Compliance Eric Ellis and staff.

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

**Background:** The contractor listed for the tree removal project on the Aug. 11, 2016 agenda contained a scrivener error, incorrectly reporting Natural Community Services as the contractor. Treeworks, Inc. was the lowest responsible bidder. All other details including per unit price of the motion to approve is accurate as reported in the board packet dated Aug. 11, 2016.

Each year is it necessary for staff to cut and remove dead, dying or diseased trees throughout the Metroparks in order to provide a safe and visually pleasing environment for the public to enjoy. In order to assist staff in addressing a backload of tree removal work, staff solicited quotes to remove approximately 50 standing dead trees of various species and sizes in the road right-of way within Lower Huron, Willow and Oakwoods Metroparks.

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



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Report – Wolcott Mill Draft Master Plan  
Date: August 31, 2016

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

That the Board of Commissioners' receive and file the Wolcott Mill Draft Master Plan as presented by Manager of Planning Nina Kelly and staff.

**Background:** Manager of Planning Nina Kelly will give a brief presentation on the draft Wolcott Mill Master Plan at the Sept. 8, 2016 Board meeting.

Following the meeting, the draft will be posted on the Metroparks website for public review and comment.

Staff will present the Wolcott Mill Master Plan to the Board at the Oct. 13, 2016 meeting for approval.

**Attachment: Draft Wolcott Mill Master Plan**







# WOLCOTT MILL MASTER PLAN





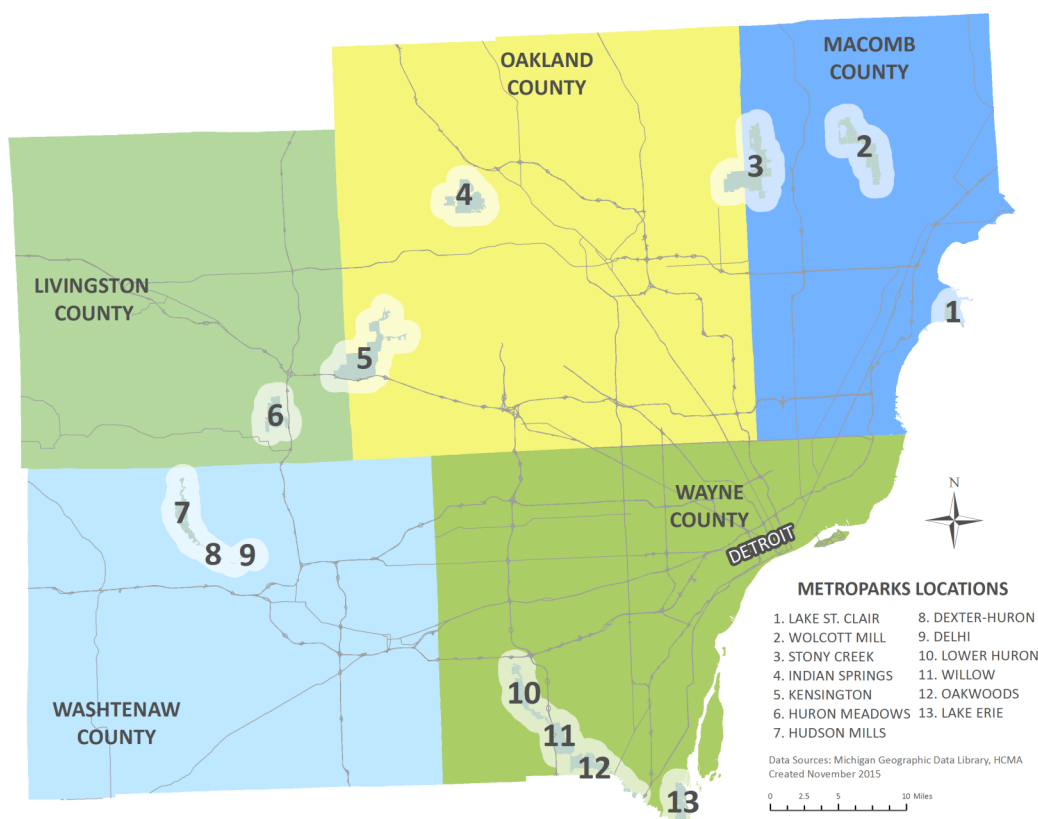


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# INTRODUCTION

## About the Metroparks

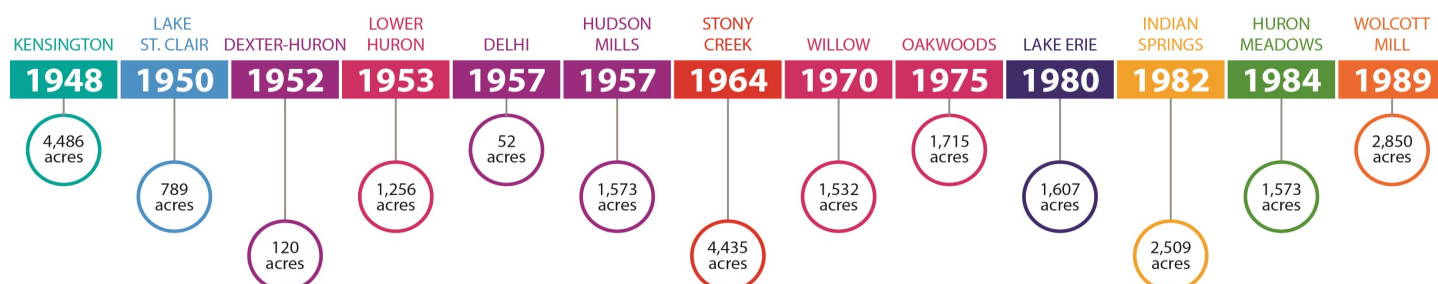


The Huron-Clinton Metropolitan Authority was sanctioned by the Michigan State Legislature in Act No. 147 of the Public Acts of 1939. Named after the two longest rivers within its boundaries, the Huron-Clinton Metropolitan Authority is a regional park agency consisting of 13 Metroparks encompassing approximately 25,000 acres of land within a five county area in southeast Michigan.

Much credit can be given to Henry S. Curtis and Harlow O. Whittemore for making the Metroparks a reality. The 1937 vision for a park system proposed a series of parks connected by a long parkway extending from Lake St. Clair along the Clinton and Huron rivers to Lake Erie below the mouth of the Detroit River.

Funding of the parks began in 1942 with a property tax levy, limited to one-quarter of one mill. The rate today has been adjusted to .2146 mills.

### PARK DEVELOPMENT TIMELINE



# Administration & Operations

## Board of Commissioners

A seven-member Board of Commissioners governs the Huron-Clinton Metropolitan Authority. The Board of Commissioners meets the second Thursday of each month, where they make policy decisions for the Authority, including approving expenditures, acquiring land, planning of new parks and facilities, approving fees and charges, awarding contracts through competitive bidding, and other matters necessary to provide regional recreation. The Board appoints staff officers for the Metroparks.

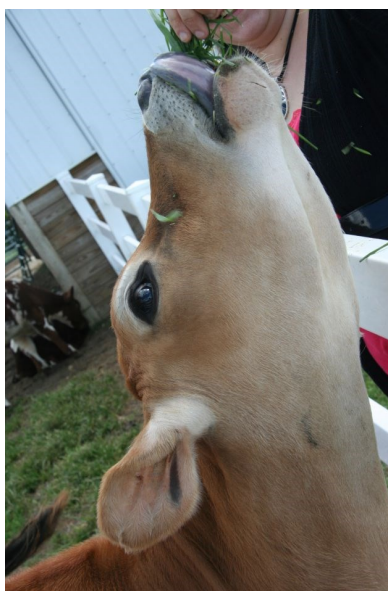
Two commissioners, appointed by the Governor of Michigan for a term of four years, serve as representatives at large. Five commissioners, one each to represent the counties of Wayne, Macomb, Oakland, Livingston and Washtenaw, are appointed for a term of six years by the board of commissioners of the above-named counties.

**Director** is the Chief Executive Officer of the Metroparks, provides leadership and executive oversight of all administrative and operational activities.

**Administrative Departments** provide administrative support to operations, and guide the organization towards its mission.

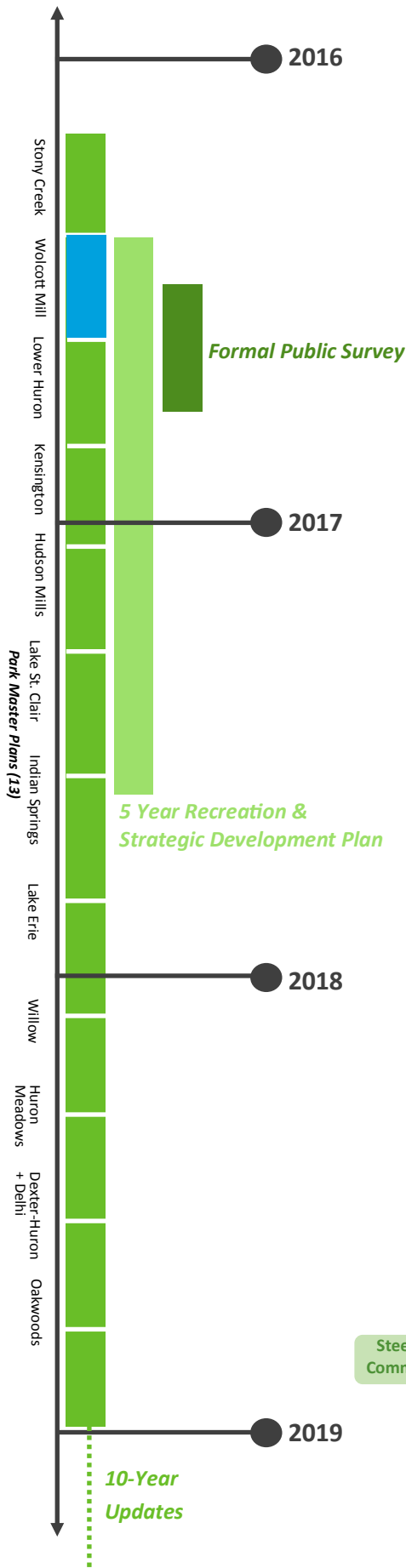
**Operational Departments** facilitate the day-to-day operations of the parks, making sure patrons have enjoyable and educational visits. They include Maintenance and Interpretive Services.

**Metroparks Police** ensure that everyone can enjoy the parks in a safe and secure environment.



## Introduction

# Planning Process

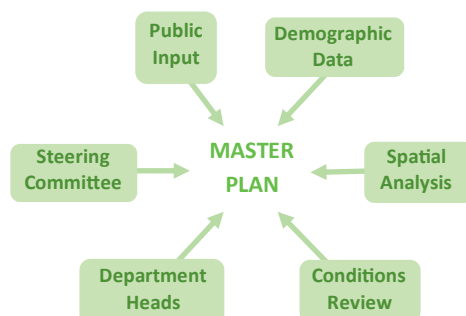


Several factors contribute to the recommendations that will be proposed for Wolcott Mill inside the master plan. One of the most important is the public input collected through meetings, questionnaires, and online comments. This reveals the public's hopes and expectations for the park and significantly influences plan recommendations. A master plan steering committee was formed to include park employees with exceptional knowledge of Wolcott Mill and the surrounding community, who along with the experienced Metroparks department heads provide their professional opinions.

The Metroparks Planning Department has scheduled an aggressive timeline for completing all 13 park master plans in three years. Each park will be given a planning window of four months, with overlap between parks. The order of the parks in the planning process was determined by staff based on current and planned park projects, planning need, geography, and park popularity.

The Planning Department collects demographic and spatial data to inform master plan recommendations. Demographic data looks at the density, age, race, income, language, and other factors of the regional population. Spatial data, usually analyzed through Geographic Information System software, looks at the physical location of the parks in relation to other recreation opportunities, transportation facilities, population centers, important natural resources, and more. Finally, the Planning Department conducts a review of park conditions to identify areas needing improvement and areas experiencing success.

The master plans are intended to be living documents, modified as needed to reflect changing conditions in the parks. However, they focus on park developments over the following ten years, and will be updated every decade through a formal planning process similar to the current one.



The Steering Committee for the Wolcott Mill Master Plan met on 7/11/16

# WOLCOTT MILL TODAY

## Character



The following responses to our survey questions highlight the many facets of Wolcott Mill that form a unique experience. The park offers a rural, rustic feel that visitors value, as well as fun activities for children and adults.

## NEEDS

Better highlight and advertise special character of park

Expansion of available events and activities at park

## OPPORTUNITIES

Thank you for maintaining the Historic Center/ Mill. For many people like myself, **visiting historic sites** is an important part of my recreational activities.

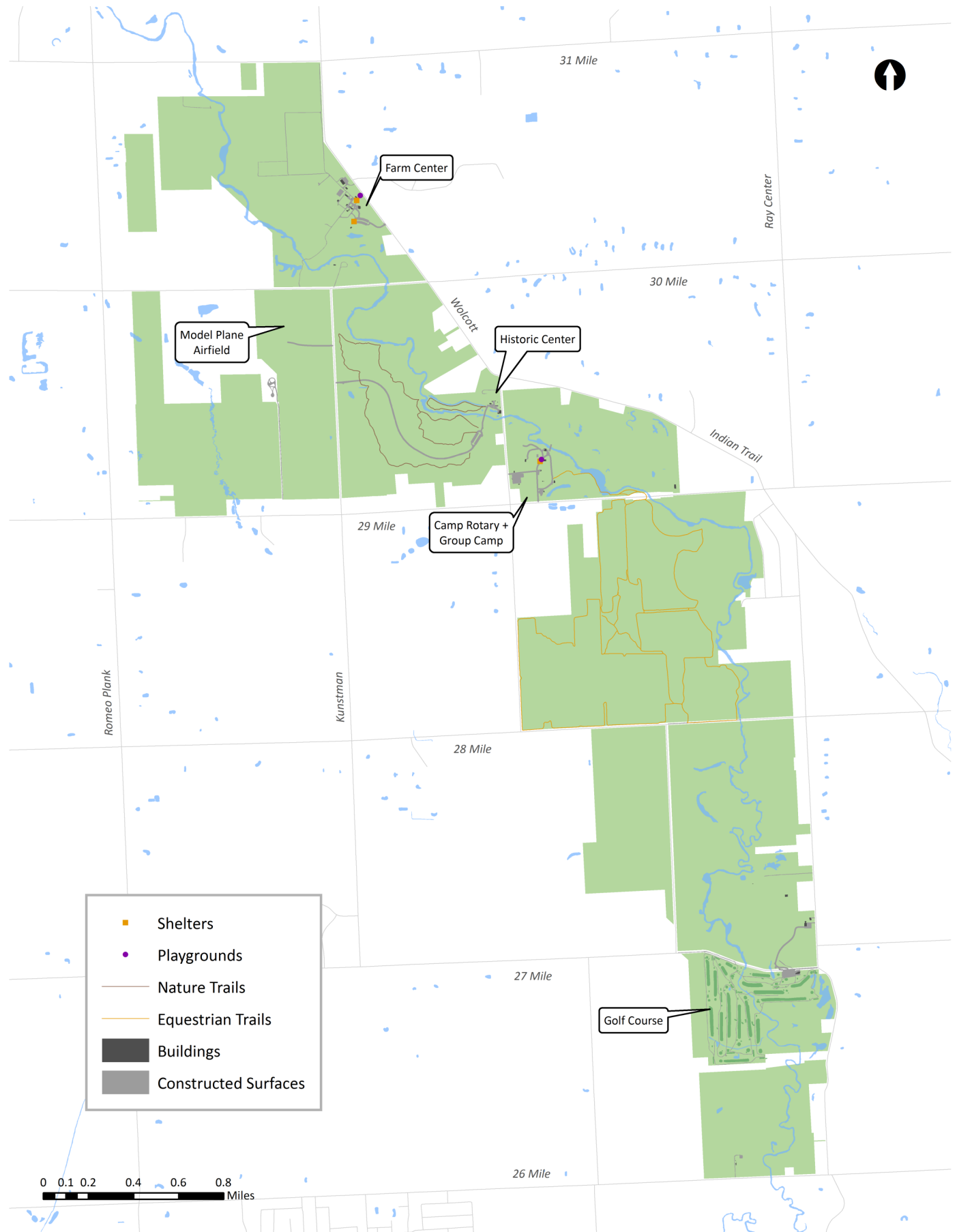
Wolcott area off Kunstman is a real gem for the **nature lover, hiker, wildlife enthusiast.**

The farm center is a **hidden treasure** in Macomb County.

I take my wife to Wolcott now and we really enjoy the scenic beauty and it's **quiet, peaceful.** It's a nice change of pace from Stony Creek.

I've **brought my children** here over the years and now grandchildren. I love this park!

I love Wolcott Mill Metropark, especially the farm! This is one of the **best farm settings** in all of SE Michigan

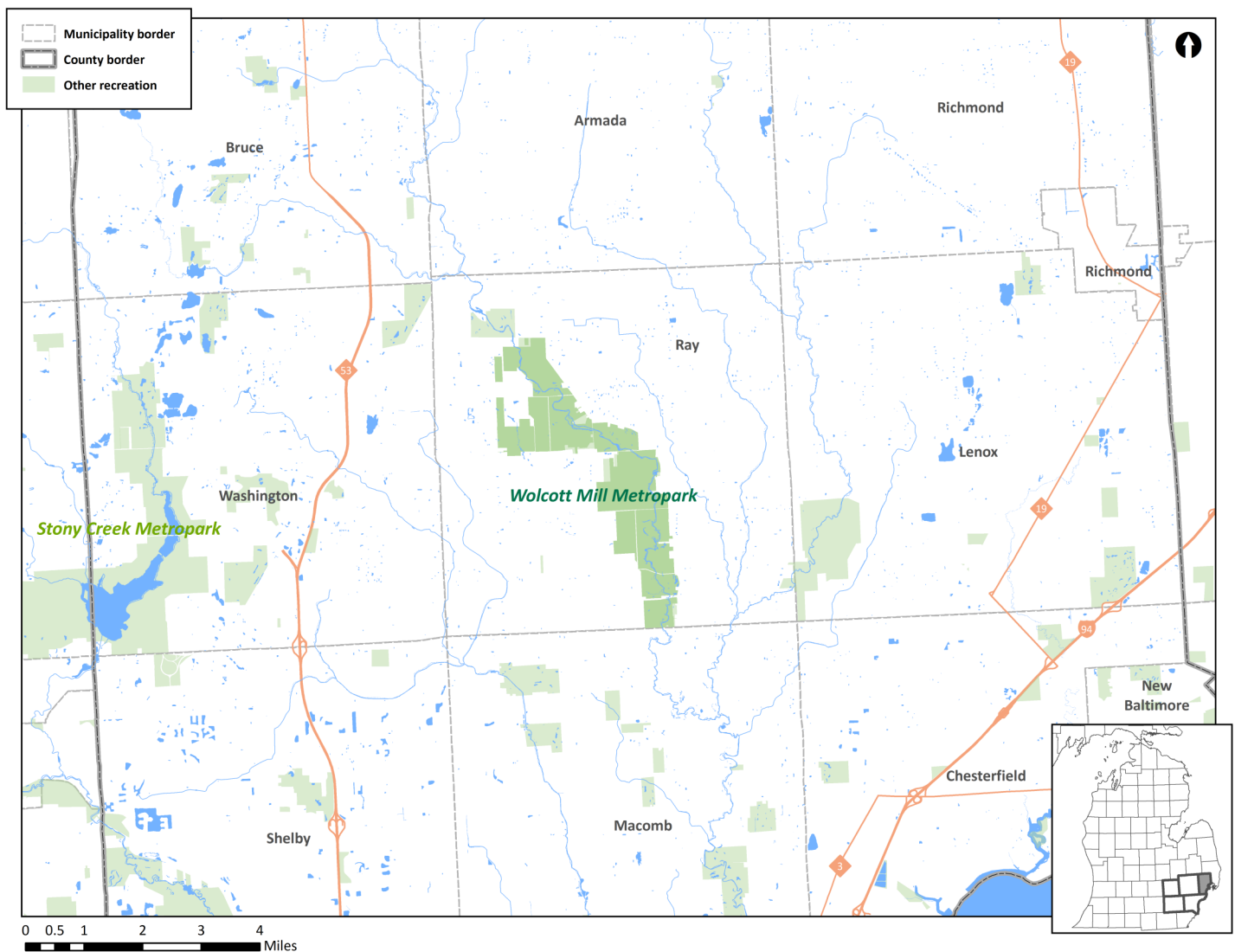




### Location

Wolcott Mill Metropark is located in Macomb County in southeast Michigan. It is approximately halfway between M-59 and the Lapeer County border. This is the largest Metropark in the system to be located solely within one municipality, in this case Ray Township.

At its northernmost extent Wolcott Mill reaches 31 Mile, its eastern boundary is Ray Center Road, to the west it nearly reaches Romeo Plank, and to the south it extends to 26 Mile. The park is situated on the North Branch of the Clinton River.



## NEEDS

Define and protect areas with important biodiversity features

Create a resilient network of biodiverse areas in the park

## OPPORTUNITIES

Biodiversity refers to the variety of life present in a given area, often measured by number and distribution of species. It is important to preserve because it provides humans with ecological services such as clean water and oxygen, leads to greater resistance and resilience during natural and human-caused disturbances, and reduces the risk of disease.

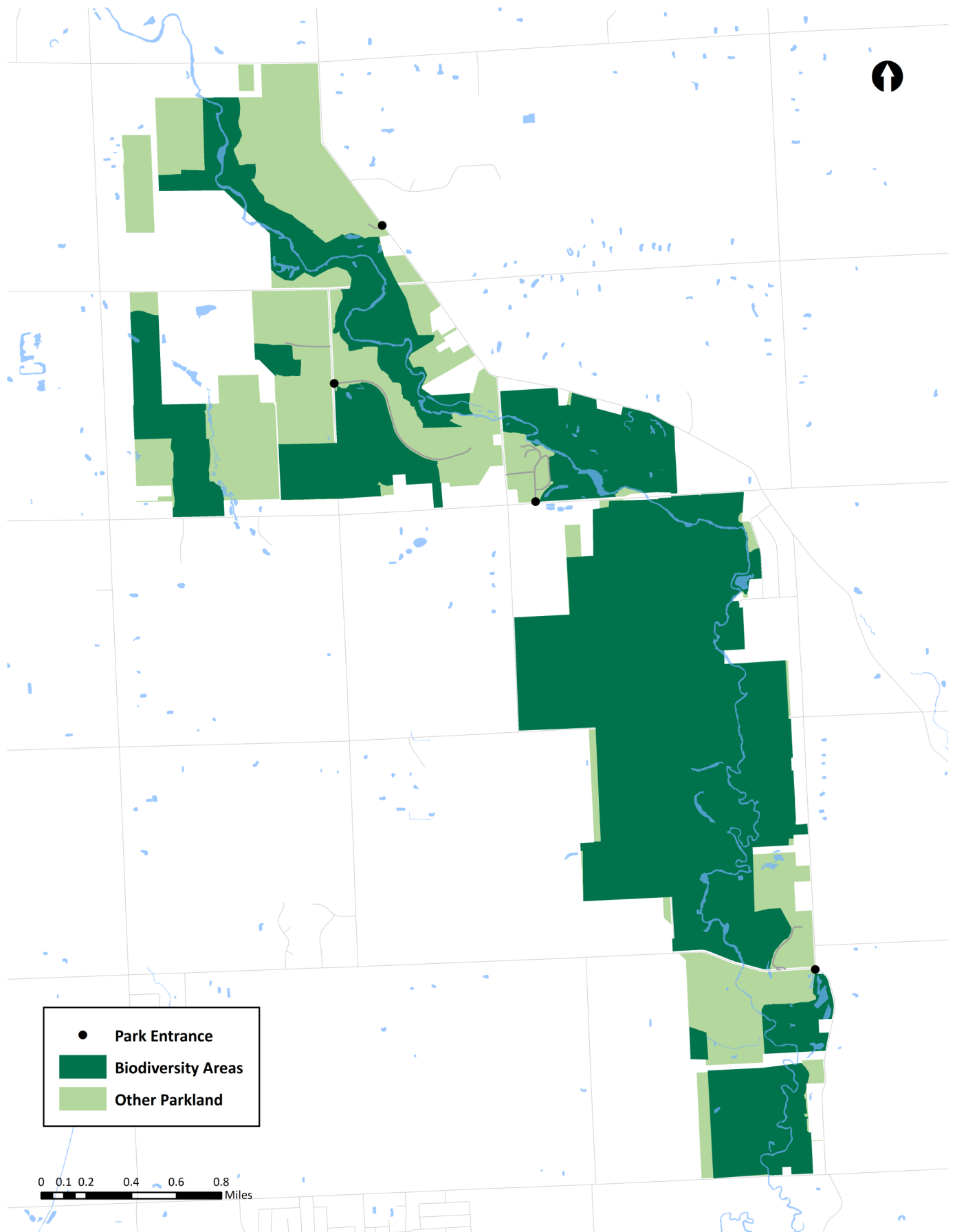


## Biodiversity Areas

Identifying biodiversity areas can help inform the development of current and future park amenities, allowing the Metroparks to fulfill its mandate and mission statement of protecting the natural resources of the communities it serves. Development within biodiversity areas is carefully reviewed to minimize unnecessary disruption.

The following criteria for determining biodiversity areas were adapted from a matrix that the Natural Resources Department uses to determine work priorities throughout the park system. The following page shows a map of proposed biodiversity areas in Wolcott Mill.

Metric	What	Why	Metric	What	Why
<b>Elemental Occurrence</b>	the presence of a species under legal protection, or of a complete system recognized as in condition similar to pre-settlement	statutory, occurrences protected by law from intentional take	<b>Percent Invasive Species Cover</b>	percentage of total acreage with invasive plant coverage	areas with few invasive species require less work, have greater return on investment
<b>FQA (Floristic Quality Assessment)</b>	presence of plant species likely to occur in conditions similar to pre-settlement	determines the ecological value of a system based on its floral assemblage	<b>Community Ranking</b>	rank assigned by the state due to natural community rarity or rate of decline	assesses the vulnerability of each natural community within the state
<b>FQI Connectivity</b>	the presence of a quality habitat (greater than 35 FQI) within 100 feet of another	connected habitats provide diverse resources and facilitate migration, increase species fitness	<b>Wetlands</b>	the presence of wetlands	wetlands tend to have greatest diversity, and are also critical to promote healthy water resources
<b>Size</b>	acreage of the habitat in question	large habitats provide more diverse resources and facilitate migration, increase species fitness, resilience	<b>Habitat Connectivity</b>	the presence of a complementary habitat within 100 feet of another	connected wetlands promote genetic diversity conservation and water quality



# Cultural History

### HISTORIC CENTER

The grist mill that gives this park its name dates back to the mid 1800s, when milling was an essential industry in Michigan and Macomb County. The mill was built in 1845 by one of the important early families in the county, the Freemans, and passed through several other hands before being sold to Frederick Beech Wolcott in 1878. Wolcott modernized the mill and created a successful business selling Old Times flour sacks. During his ownership, Wolcott restored the appearance of the mill, purchased a turbine wheel, and added an improved roller system in 1890.

The surrounding buildings were built in the following years, consisting of barns, storehouses, an equipment repair shop, a large structure that served as a waiting room, and a two story white frame family house, where the Wolcott family lived until 1969.

After his death in 1921, the Wolcott children continued operation of the mill, converting to electrical power and selling flour to bakeries in Detroit.

The mill closed in 1968, was briefly planned as an agricultural campus for Macomb Community College, suffered vandalism and the removal of the house structure, and was transferred to HCMA ownership in 1979.

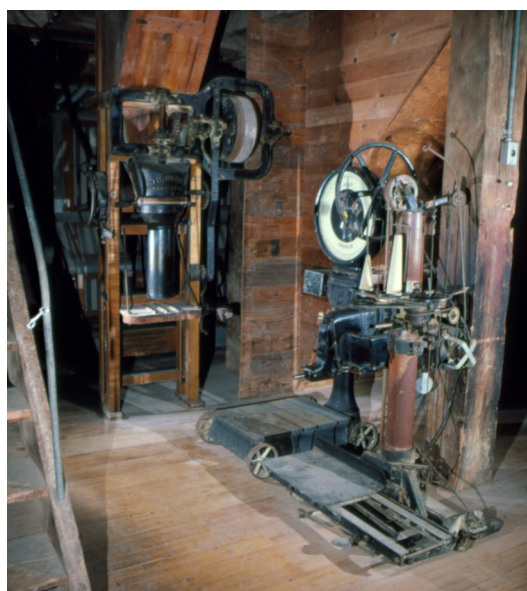


### NEEDS

Preserve features of historic structures

Draw new visitors with programming/education based on history of park

### OPPORTUNITIES

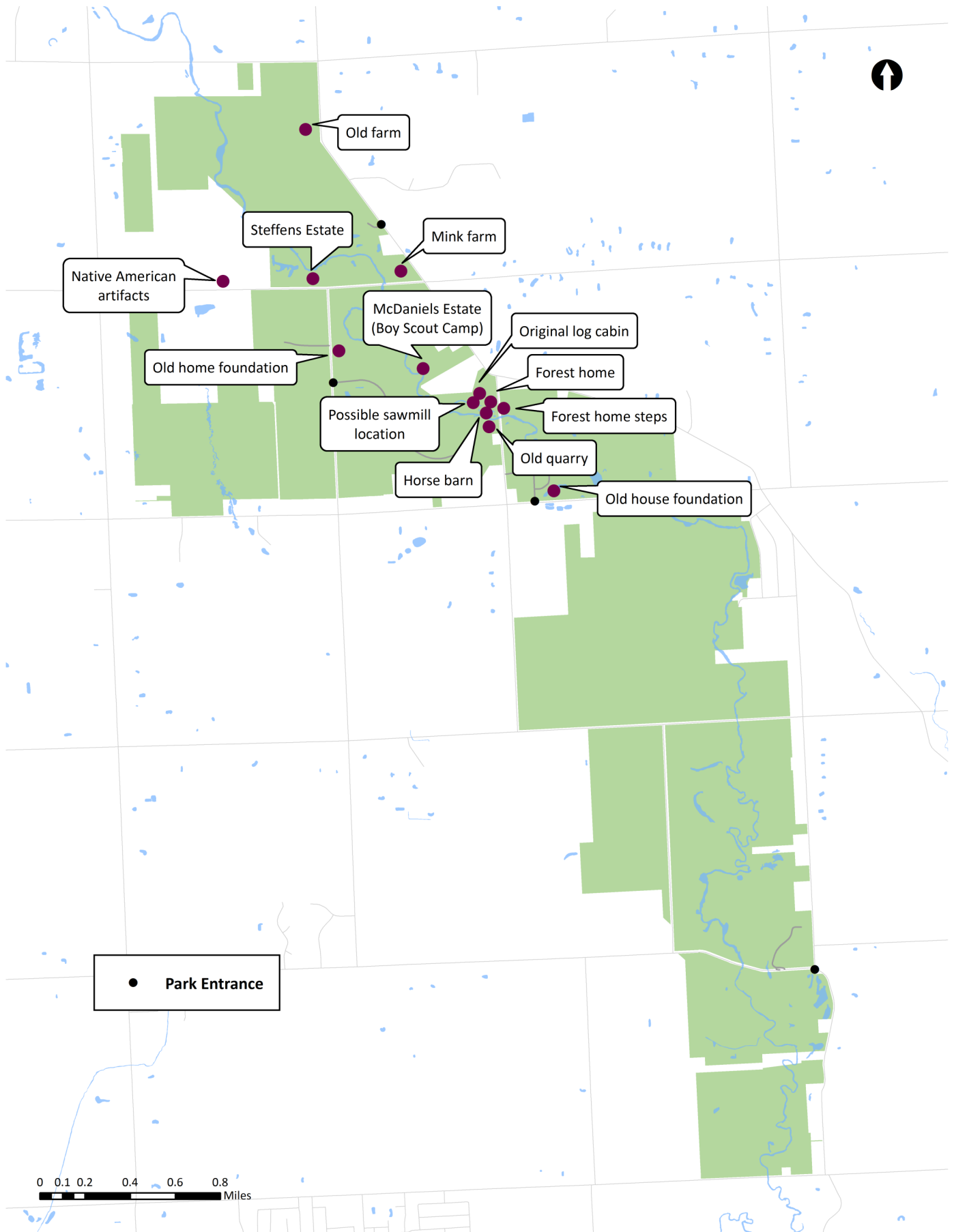


### FARM CENTER

The Horse Barn and Dairy Barn located at the Farm Center were built in 1918 and serve as reminders of the long, important history of agriculture in southeast Michigan.

### CAMP ROTARY

Camp Rotary was purchased from the Macomb County Rotary Camp and Training Association and became a part of Wolcott Mill in 1996. The legacy of the camp is preserved in the Little Mac Bridge, built by the Gratiot Council, Wolverine Chapter of the Telephone Pioneers of America in 1962.





## Infrastructure A

Wolcott Mill is less developed than most other Metroparks and contains a smaller amount of infrastructure. The four nodes of activity—Farm Center, Historic Center, Camp Rotary and Golf Course—contain most of the buildings, utilities, roads, and trails in the park.

Unlike other Metroparks, the nodes of activity in Wolcott Mill are not connected by roads. Each one is accessible through a separate park entrance, and to drive from one to another requires exiting the park. Although these nodes will likely remain separated for vehicular traffic, plans are underway to improve non-motorized connections among the various centers of activity.

The Camp Rotary area of the park features extensive equestrian trails, which draw users from across the region. At the Historic Center, hiking trails trace the paths of previous inhabitants of the land and offer rural scenery.

The historic nature of the park means that the average building age is much higher than that of other parks in the system. Several date back to the mid 1800s. Although this preservation of these structures is important, they pose special maintenance challenges.

### NEEDS

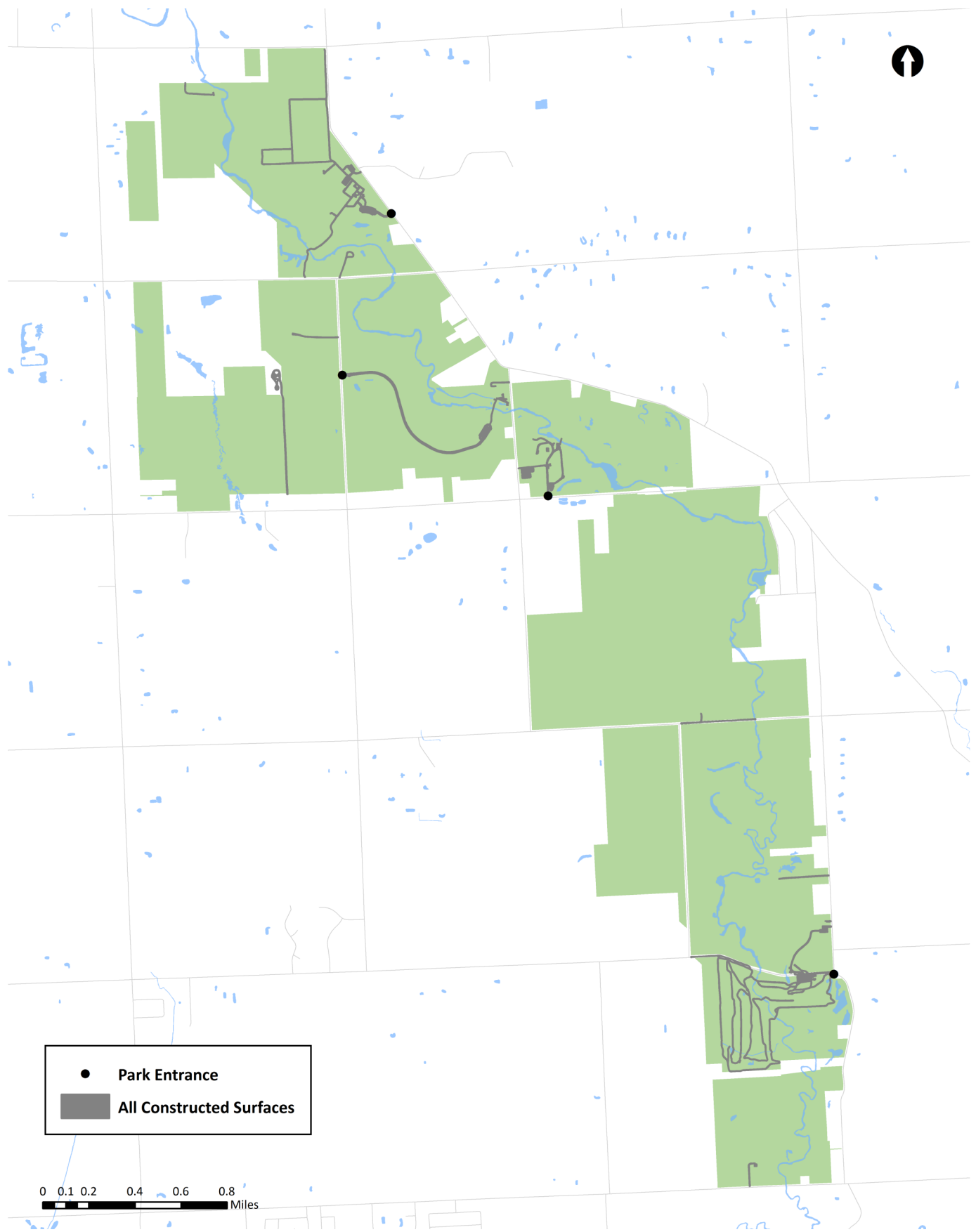
Increased connectivity between structures

Unification of structures will create accessible network throughout various park areas

### OPPORTUNITIES

WOLCOTT MILL INFRASTRUCTURE	
Buildings	30
Avg bldg age	89
Active wells over 20 yrs	1
Paths & trail miles	27.48
Road miles	1.82
Playgrounds	1
Percent of park mowed	2.1
Picnic shelters	3
Sand volleyball courts	1
Baseball fields	2
Fishing platforms	1
Parking lot acreage	4.13





### Facilities & Centers



#### GOLF COURSE

The golf course at Wolcott Mill features beautiful landscapes, including the North Branch of the Clinton River. However, the clubhouse and other amenities are aging, and the course generates the least revenue of all Metroparks courses. Therefore, closing and repurposing the Wolcott Mill golf course is a possibility in the future.

#### CAMP ROTARY

A multi-activity center for kids, provides camping spaces for organizations, visitor ceremonies and receptions. Host camping, rental facilities for groups and meetings, fishing, hiking, and an observatory.

#### Shorian Lodge

This lodge is a popular venue available for scout and youth groups for overnight camping stays. The building, located at Campy Rotary, accommodates 34 people.

#### Observatory

This building is operated and maintained by the Warren Astronomical Society, which holds events there.

#### Activity Building

Built in 1964, this building is rented out for picnics, parties, and other gatherings and can hold up to 120 people. It features a beautiful view of the Clinton River.

Wolcott Mill features a number of facilities that define its character and enhance the recreational experience of visitors. Some of these either require an admission fee, are available for rentals, or sell concessions, supplementing park revenue. As with all park infrastructure, it is a priority to keep the facilities well-maintained and replace them when no longer functional.

#### HISTORIC MILL

This grist mill was built in the 1840s and is listed on the National Register of Historic Places. It allows visitors to learn about the importance of such mills to the economic history of the region. The age of the building means that maintenance can be extensive, as seen in the recent remodeling.

#### FARM CENTER

This fully-functioning dairy farm allows visitors, including many children, to learn about agricultural practices and the process of bringing food from the farm to the table. With baby goats, sheep, and pigs born every spring, it also allows visitors to experience up-close the farm animals they may only see from a distance.





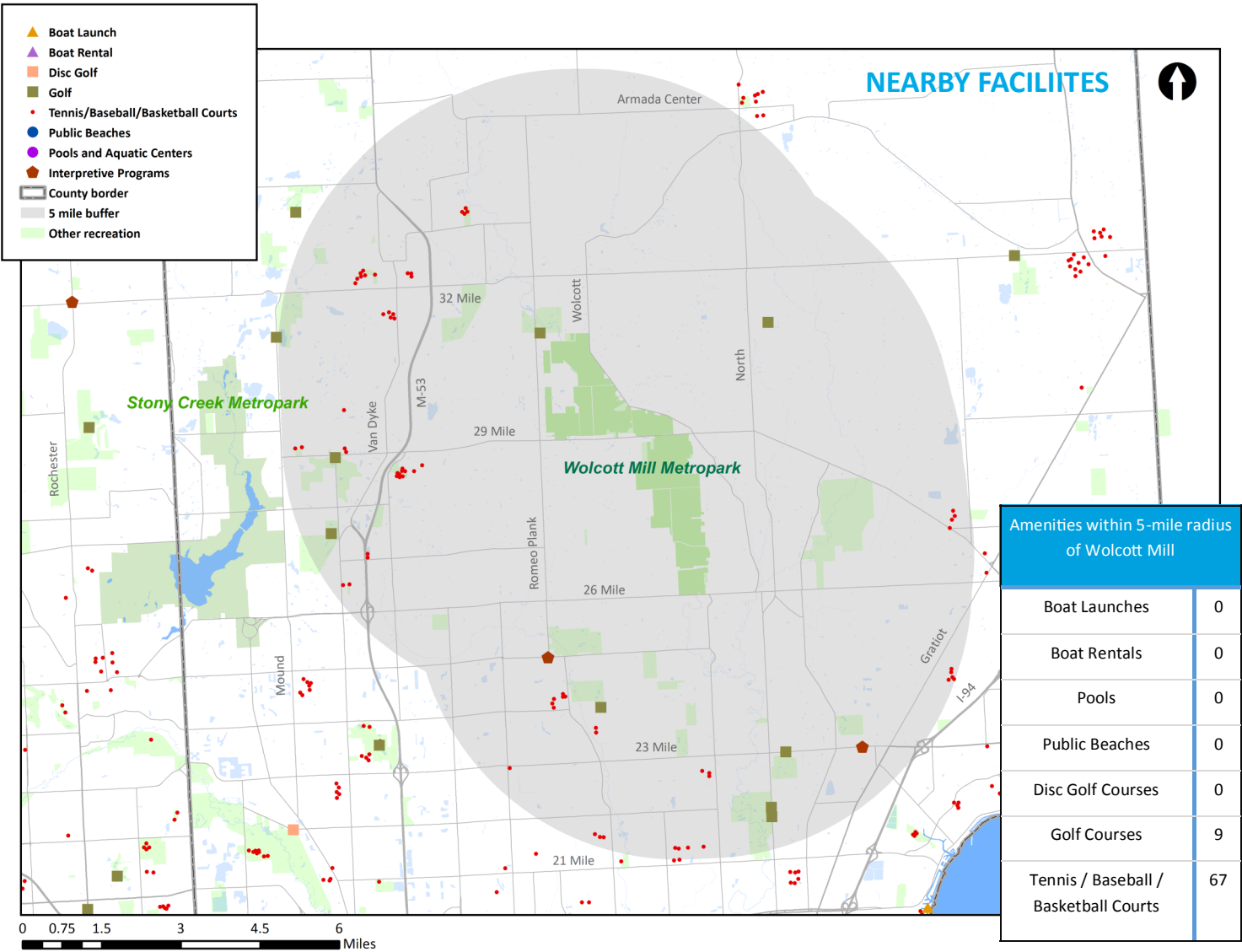
The Metroparks are moving towards a more data-driven approach to locating facilities. In order to best serve the residents of southeast Michigan and use resources wisely, the Planning Department has identified the location of similar facilities and programs. The goal for future development is to avoid duplication and instead offer unique facilities that fill recreation voids in the geographic area where the park is located.

The map below shows the location of aquatic facilities, golf and disc golf, neighborhood sports facilities, and interpretive programs that compete with those offered at Wolcott Mill. Several golf courses exist within ten miles of the park boundary, but very little other recreational offerings can be found nearby. Although there are a few clusters of court and field sports nearby, even these are scarce in the immediate surroundings of the park.

NEEDS

- Increased space for interpretation and interactive learning, as well as events
- Work towards a park with unique, well-maintained facilities that meet all visitors' needs

OPPORTUNITIES



## NEEDS

Work with county to address park boundary issues

Create good working relationship with neighbors and partner organizations

## OPPORTUNITIES

### LEASES

In a unique arrangement, parts of Wolcott Mill land have been leased to local farmers for agricultural production, for periods of three years. This serves to generate revenue, preserve the land from development, and support the farming heritage of the area.

### GRANTS

A small segment of Wolcott Mill is encumbered in perpetuity—meaning it may not ever be converted into a non-recreational use. This particular park did not receive grant funding, but the parcel was used to mitigate the conversion of land in Stony Creek into non-recreational use when a cell tower was constructed.

### GAPS

Pieces of land comprising Wolcott Mill remain largely disconnected from one another. Trail connections are being planned and considered to unify the park.

### RIGHTS-OF-WAY

Rights-of-way are a concern in areas where a road not owned by the Metroparks divides or has the potential to divide park land. There are six sets of roads in Ray Township that raise this concern, and they are highlighted on the next page.



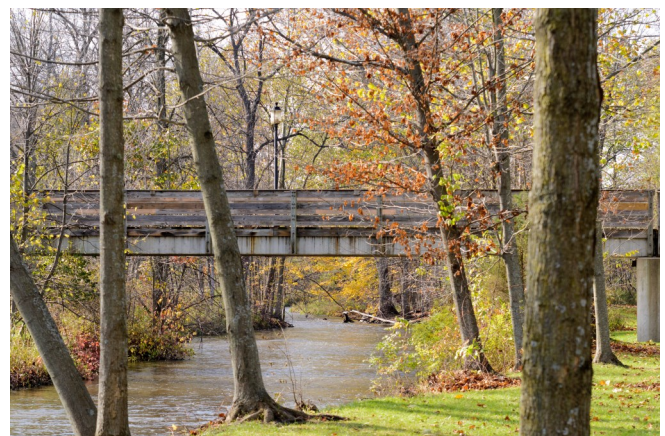
### ENCROACHMENTS

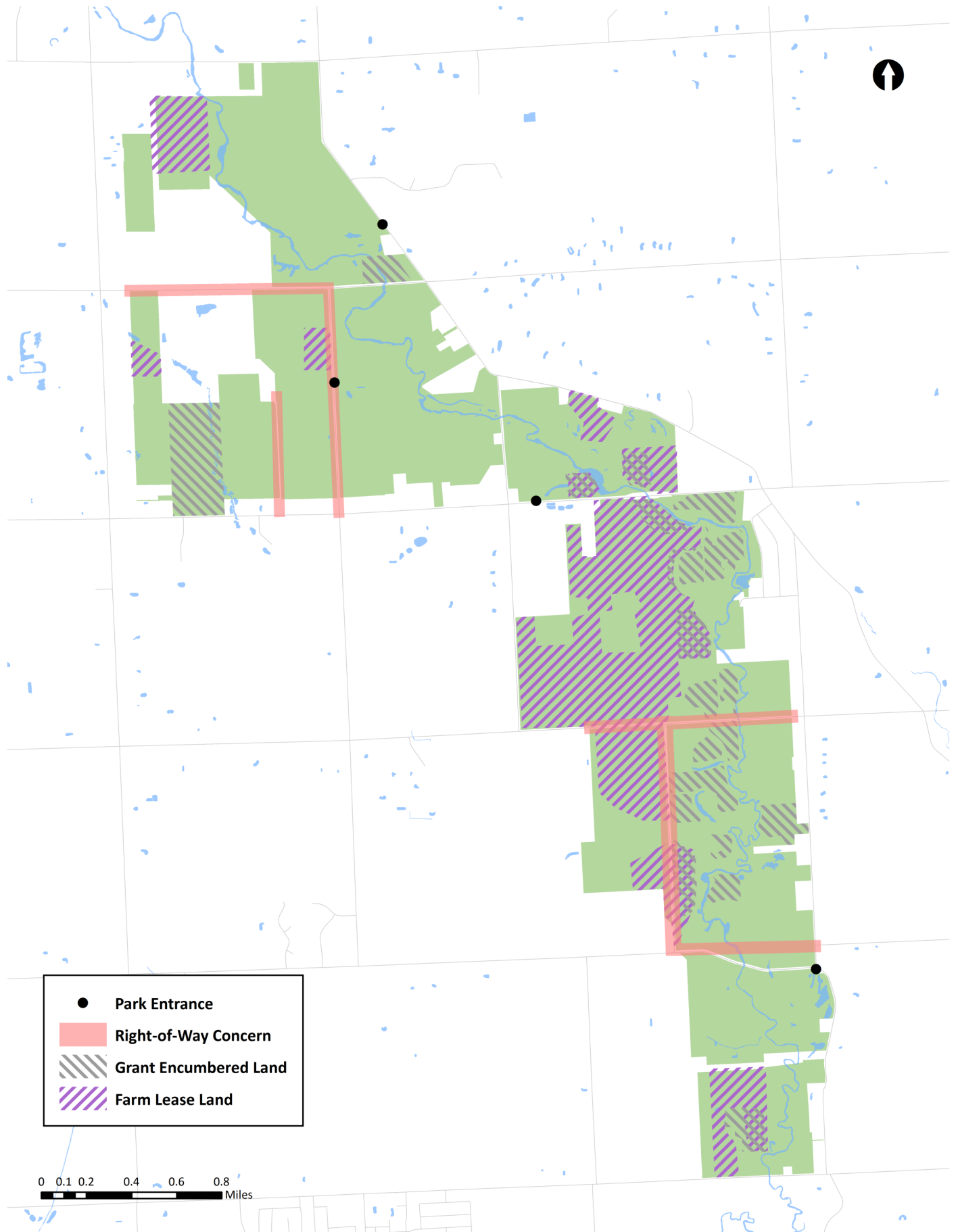
The Planning Department has worked with Wolcott Mill park staff to identify external encroachments on park boundaries. These include individuals mistakenly building on park property, dumping waste, or breaking through fence lines. Together with a new combined map of county parcels in relation to historic HCMA-created parcels, this will help staff resolve existing property issues.

Some areas of the park have been subject to mudbogging, which involves driving a vehicle through a pit of mud or wet area. The park does not have facilities to support this activity, and illegal mudbogging has caused deterioration of natural resources and damage to restored wetlands.

### INFORMAL ACCESS

These are areas where visitors have access into the park from areas that are not designated as entrances. These areas impact visitor counts, park pass revenue, and the safety of park guest. These areas should be rerouted and closed.





## Wayfinding

### Vehicular Wayfinding

#### Standardization

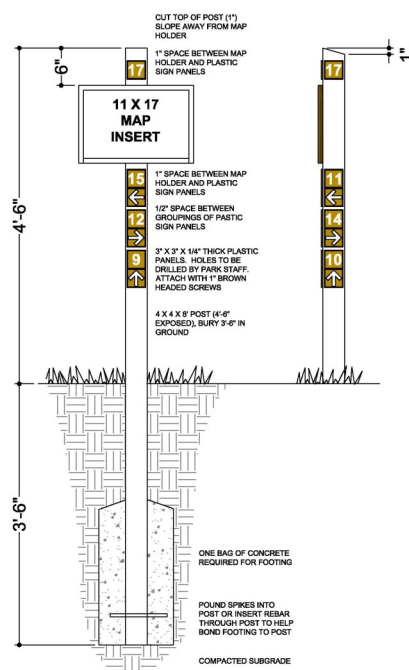
Currently Metroparks include signage installed at various times with various standards and designs. This does not reinforce the parks working together as a system and can be confusing for visitors. As older signs reach the end of their lives, they will be replaced with new, standardized signs.

#### Simplicity

In many parks, including Wolcott Mill, an abundance of signage is not necessarily useful for directing visitors. Minimizing duplication of signs and expressing sign information simply will make navigation easier for users of the park.

#### Symbols

Symbols are useful for expressing information in a small amount of space, and also make park facilities more accessible for visitors who have trouble reading or speaking English. A standard set of symbols has been developed to be used in wayfinding signage.



### NEEDS

Replace outdated, confusing, inconsistent signs

Create consistent, convenient wayfinding system to give visitors confidence

### OPPORTUNITIES

### Trail Wayfinding

#### Standardization

Trail types present in the Metroparks include shared use, mountain bike, ski, nature and rustic, and equestrian. Despite their different functions, these trails together create a complete recreation system, so signage will be based on a uniform template.

#### Flexibility

In order to serve the differing needs of users on these various trail types, the signage template will allow for removable panels and be customized to fit the needs of that user group.

#### Legibility

For many people, the easiest way to orient oneself in a new environment is through use of a map. For greater ease of use, all new trail wayfinding signs will include a map marked with a “you are here” symbols and the location of important park features and amenities.



Due to the small number of interior park roads within Wolcott Mill Metropark, the majority of directional signs will be either pathfinder signs installed on country and local roads or trail wayfinding signs oriented towards pedestrians.

## Trails

As part of the master planning process, staff have categorized and defined the various types of trails in the park, inventoried the miles, and specified the uses and design of each. This formal listing allows for assessment of availability of trails for various users in comparison to user group demand. It will also lead to more standardized maintenance and rule enforcement processes.

### NEEDS

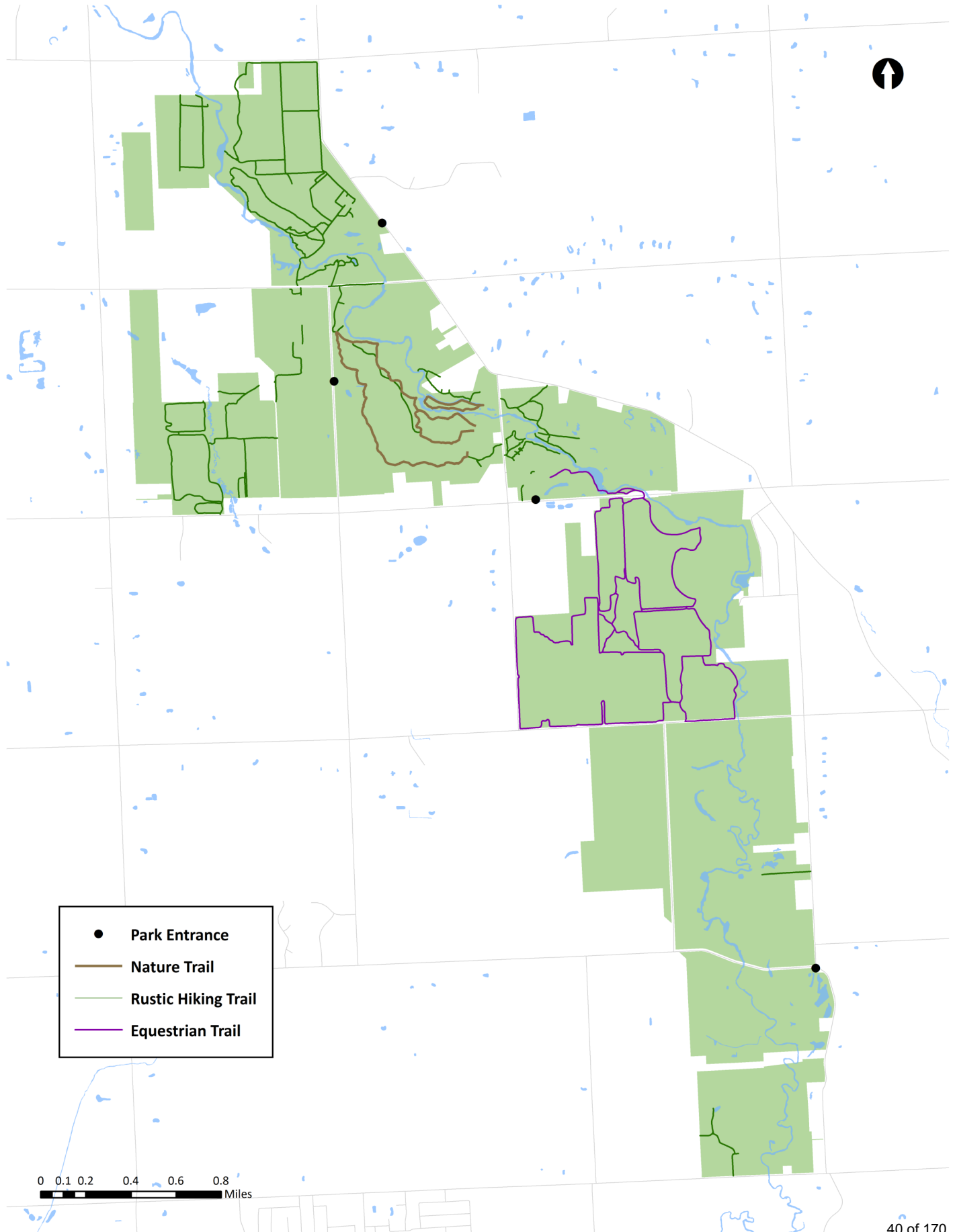
Update trail system to include informal paths

Draw new visitors to the park with a high-quality trail network

### OPPORTUNITIES

Trail Type	Miles in park	Allowed Uses	Prohibited Uses	Surface
<b>Rustic Trail</b>	15.13	Pedestrian use only; running, jogging and pets. Snowshoes and cross-country skiing are permitted on designated trails only.	Motorized vehicles, bikes and horses.	Width and material vary, often dirt trails.
<b>Nature Trail</b>	3.03	Pedestrian use only; hiking and walking. Snowshoeing is permitted on all Nature Trails except those designated for cross-country skiing. Cross-country skiing is permitted on designated trails only.	Motorized vehicles, running, jogging, pets, bikes and horses.	Trail surfaces vary and include asphalt, aggregate, mulch and compacted earth. Portions of these trails are accessible, but most are not ADA-compliant.
<b>Equestrian Trail</b>	8.62	Horses and Pedestrians; cross-country skiing is permitted in the winter on designated trails only.	Motorized vehicles, pedestrians, bikes, snowshoes and pets.	Typically dirt single track, trail widths vary.

Wolcott Mill has a less developed trail system than most other Metroparks, and many park patrons use informal trails or service paths for recreation. In particular, the rectangular trails in the western section of the park were previously used as tractor paths for farms but are currently maintained by the park for hiking. These have been classified as rustic trails due to their limited use restrictions and limited maintenance. In the future, the Metroparks will work towards defining and enhancing trails that fit well with the overall plan of the park and user needs. Displaying frequently used trails on official park maps will be a priority.



## Accessibility

To remain compliant with the Americans with Disabilities Act, the Metroparks are responsible for ensuring that all park space is accessible to all members of the public. In the development of this master plan, planning staff has taken an active role in locating and updating the less accessible park amenities, so that all guest can enjoy the park with their own capacities. A survey of several areas has resulted in a list of accessibility issues at Wolcott Mill. These areas are highlighted below and shown on the map on the following page.

### NEEDS

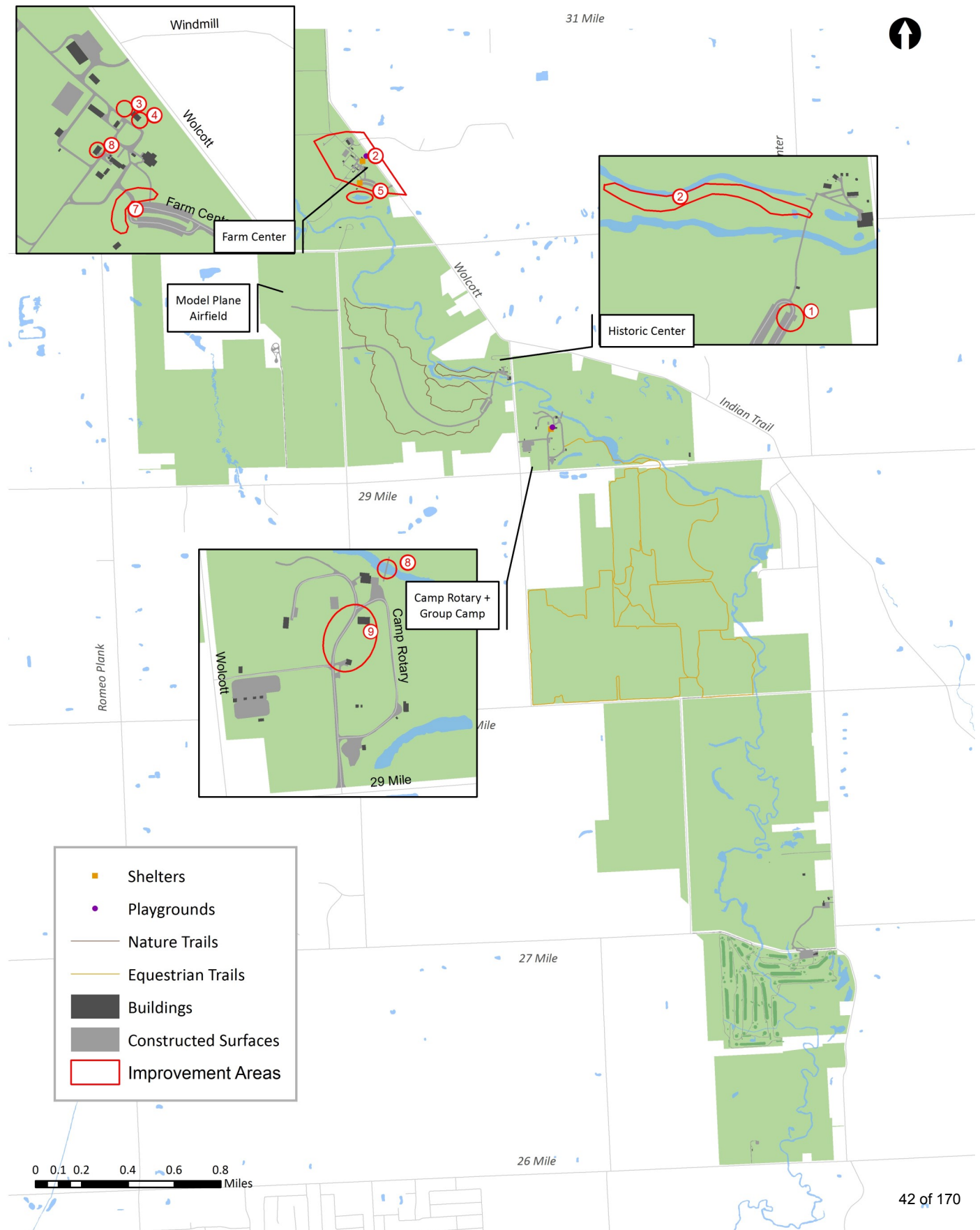
Pursue improvements to park accessibility

Ensure that users of all abilities feel empowered to take full advantage of the park

### OPPORTUNITIES

Area	ID #	Description
Historic Center	1	ADA Parking—Striping is incorrect, no signage. The access ramp will be blocked if a car parks in the first space.
Nature Trails	2	Work towards creating an accessible trail within the park.
Farm Center	3	-Picnic Shelter near the Playground does not appear to be accessible. Pave the +/-20' that is needed at the shelter.
	4	-Picnic Shelter Tables – Additional ADA tables are needed.
		-Picnic Shelter Grills – Consider replacing with ADA grills. The large grills don't meet ADA requirements.
	5	-Fishing Platform – Currently not accessible.
Lower Picnic Shelter	6	A pathway may be desired from the shelter to the Farm Center for access to restrooms, buildings, etc.
Small Animal Building	7	The transition into the building does not allow access for wheelchairs.
Camp Rotary	8	The Little Mac Bridge is not accessible.
	9	ADA parking spaces are needed near the restrooms and for picnic shelters. Access paths should connect parking, shelters, and restrooms.







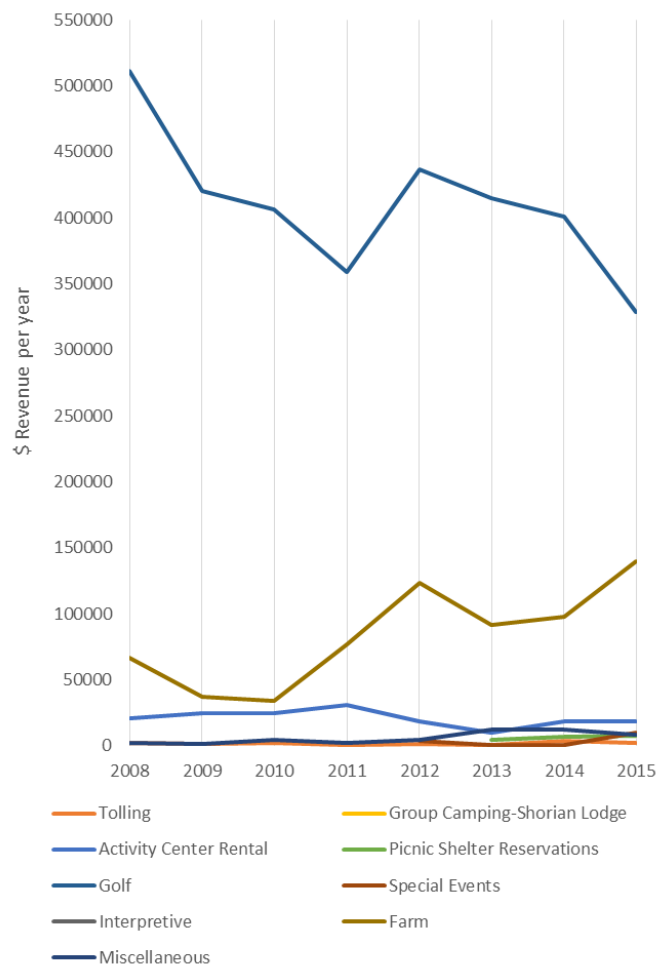
# REVENUE

## Revenue Sources

### 2015 Operations Revenue

Revenue Source	2015 Total	% of Revenue
Tolling	2,303	0.4%
Group Camping-Shorian Lodge	9,537	1.7%
Activity Center Rental	18,550	3.3%
Picnic Shelter Reservations	7,300	1.3%
Golf	328,618	59.2%
Special Events	9,943	1.8%
Interpretive	30,500	5.5%
Farm	140,135	25.2%
Miscellaneous	8,266	1.5%
	<b>555,152</b>	<b>100%</b>

REVENUE TRENDS—2008-2015



## NEEDS

Address falling tax revenue

Direct resources to higher revenue,  
lower expenditure areas

## OPPORTUNITIES

The Metroparks 2015 General Fund revenue equaled \$48,477,108. Wolcott Mill's 2015 operations revenue was \$555,152, comprising about 1% of all Metroparks revenue.

Wolcott Mill's budgeted 2016 operations revenues are \$550,178, while estimated 2016 operations expenses are \$1,706,316. Property tax and other revenue will subsidize 67.8% (\$1,156,138) of the Wolcott Mill operating budget.

Unlike the other Metroparks, Wolcott Mill has entrances without tollbooths, meaning that tolling revenue consists mostly of annual pass sales. HCMA is in the process of installing tollbooths where they are missing in order to address this issue, so future data will likely show a spike in revenue and visitor numbers.

### REVENUES TRENDING UPWARD

Farm (includes interpretive programs at Farm Center), Special Events

### REVENUES TRENDING DOWNWARD

Golf, Activity Center Rental

The areas in which budgeted 2016 operations revenues are projected to exceed budgeted 2016 expenditures are Tolling, Group Camping, and Shelter Reservations. It is important to note that the sale of bridle tags is not included under tolling revenue.

## Revenue

### Visitors

Wolcott Mill Metropark is a regional park and can draw from the 2,888,800 people that live within a 30-mile radius (approximately a 45-minute drive) of the park. Certain events and activities may draw visitors from greater distances.

Consolidation of statistical information is needed to better assess vehicle entries, park users, event attendance, event participants and activity participation within the park. This information will help with marketing of events, activities and future analysis of the park.



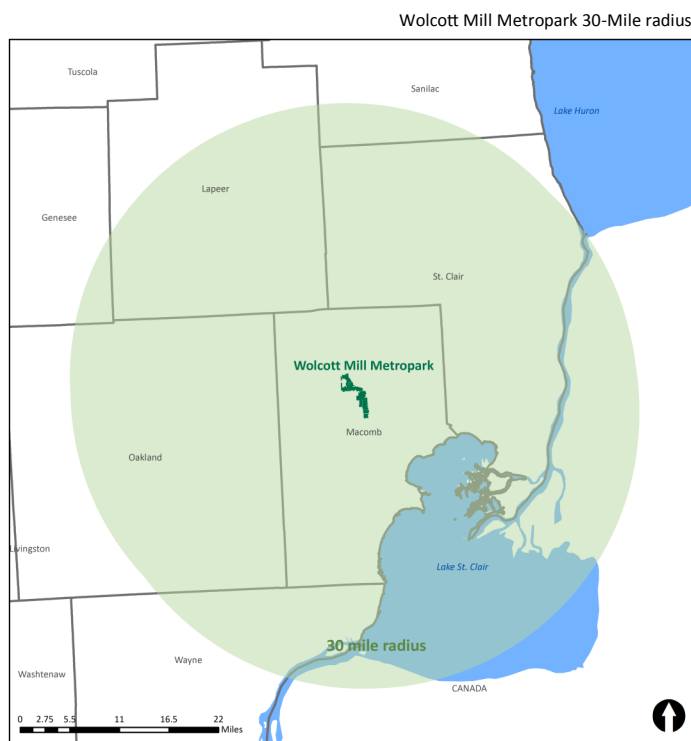
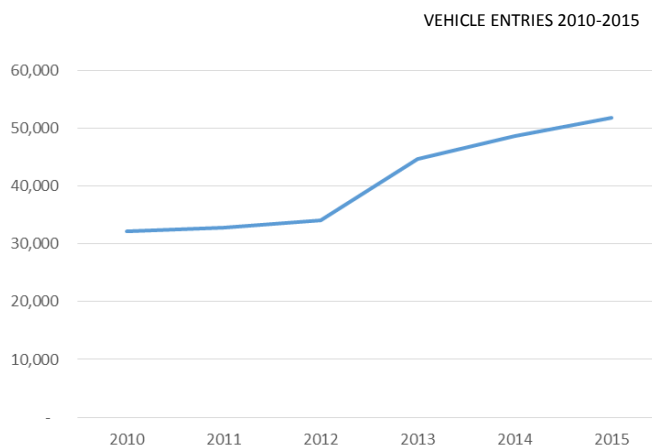
Popular Wolcott Mill Farm Center

### NEEDS

Add tollbooths where needed

Collect more robust visitor data

### OPPORTUNITIES



# Programs & Events



## NEEDS

Increase revenue and visitation

Draw visitors through programs that highlight unique historic and agricultural themes

## OPPORTUNITIES

Wolcott Mill holds an average of eighty interpretive programs each year. Programs and events include:

- Dairy Festival
- Maple Syrup Festival
- Maple Sugaring
- Civil War Reenactments
- Harness & Hitch
- Fun on the Farm
- Walk in Wednesday
- I Love Wolcott Farm Center Day
- A Brief History of Milling
- Babies, Babies!
- Spring Break Activities
- Farmer's Camp
- Classic Cars at the Mill
- Johnny Appleseed Festival
- Our Thanksgiving Heritage

Event Type	# of Events
Harness & Hitch	8
Walk-in-Wednesdays	5
Historic Center Events	26
Camp Rotary	2
Farm & Gardening Events	5
Reenactments	1
Festivals & Fairs	6

# COMMUNITY INFLUENCES

## Population

The population in Ray Township, the community surrounding Wolcott Mill Metropark, is distinct from the rest of the region and the county and faces some unique challenges.

## NEEDS

Meet the needs of a changing regional population

Develop an accessible, welcoming park with something for everyone

## OPPORTUNITIES

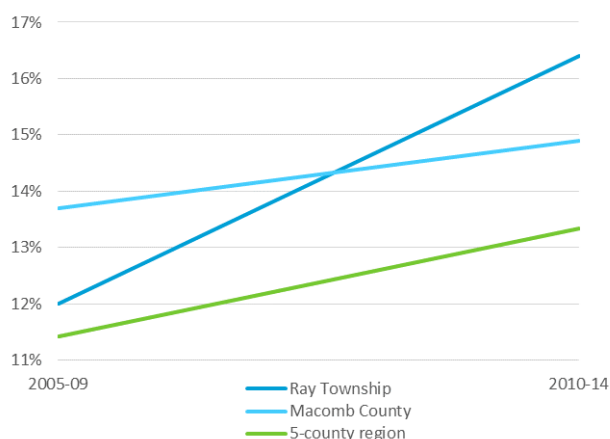
Ray Township shows a very low and falling number of households without access to an automobile. However, the percentage of such households is rising throughout the region and in Macomb County.

The Metroparks were created at the time of the auto boom, when it was assumed that every family would have a car to take out to the countryside on the weekends. Since habits and lifestyles are changing, the Metroparks must look into innovative ways to provide access to the parks for all.

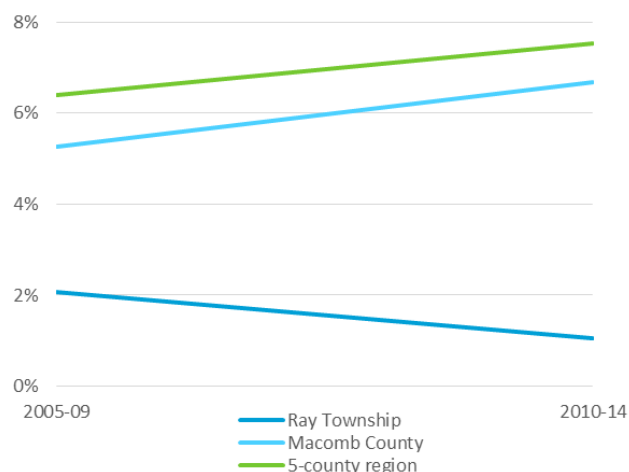
As shown in the map below, Wolcott Mill is located in the more rural, low-density area of southeast Michigan, with an average of less than one thousand residents per square mile. This creates unique land use and park access challenges and opportunities.

Both the region at large and the area surrounding Wolcott Mill have been aging rapidly, following a nationwide trend. Ray Township has seen a very steep rise in percentage of older adults, overtaking Macomb County as a whole and greatly surpassing the region.

Older adults have distinct needs, often requiring accommodations for mobility and accessibility of park features such as trails and buildings. This is important to keep in mind when planning the future of a park serving an older population.



CHANGE IN PERCENT OF POPULATION OVER 65 YEARS, FROM 2005-09 through 2010-14 (Source: US Census American Community Survey)



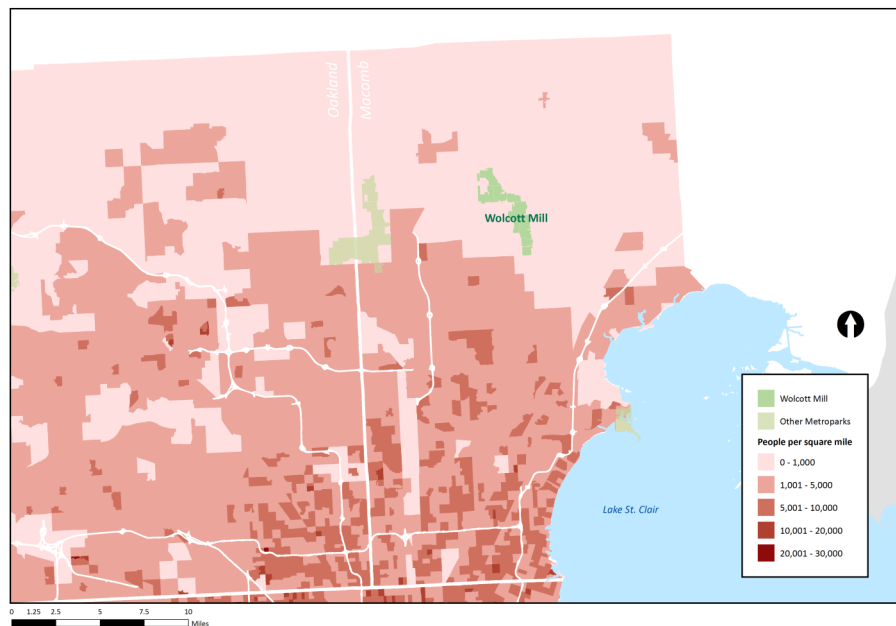
CHANGE IN PERCENT OF HOUSEHOLDS WITH NO CARS AVAILABLE, 2005-09 through 2010-14 (Source: US Census American Community Survey)



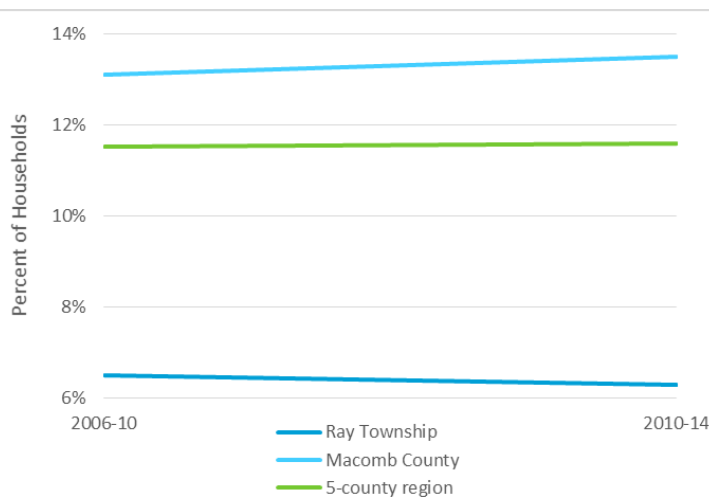
## Community Influences

While on average the 5-county region is falling in population density, this is largely driven by population losses in Wayne County. Macomb County has seen a slight increase in population density, and Ray Township has seen almost no change in average population density. If development increases in the area surrounding Wolcott Mill, the park will have to adapt to serve a changing population.

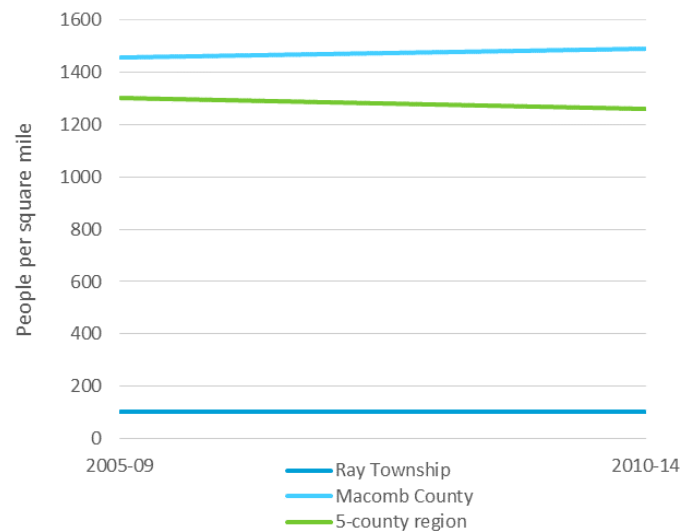
Although most households in the area still speak English as their first language, in many counties a growing number of households speak other languages at home. Macomb County has seen an increase in the percentage of these households. Ray Township has a much lower percentage of these households and the percentage has in fact dropped over the past ten years. Still, due to the overall rise in linguistic diversity the Metroparks are working towards more universal signage design, with a focus on easily understandable symbols.



POPULATION DENSITY BY CENSUS TRACT, 2010-14



CHANGE IN PERCENT OF HOUSEHOLDS SPEAKING LANGUAGE BESIDES ENGLISH AT HOME, 2006-10 through 2010-14 (Source: US Census American Community Survey)



CHANGE IN AVERAGE POPULATION DENSITY, 2005-09 through 2010-14 (Source: US Census American Community Survey)

## NEEDS

Improve park interaction with community

Invest in good working relationships with surrounding government agencies

## OPPORTUNITIES

### Ray Township

- Growing residential uses
- Continued preservation of farmland
- Greenway and trail connections
- Acquiring land for community parks

### Macomb County

- Enhancing role in recreation through shared services and collective efforts
- Goal is to establish dedicated parks and recreation department
- Continuing to invest in Macomb Orchard and Paint Creek trails

### Clinton River Watershed Council

- WaterTowns green infrastructure improvement suggestions

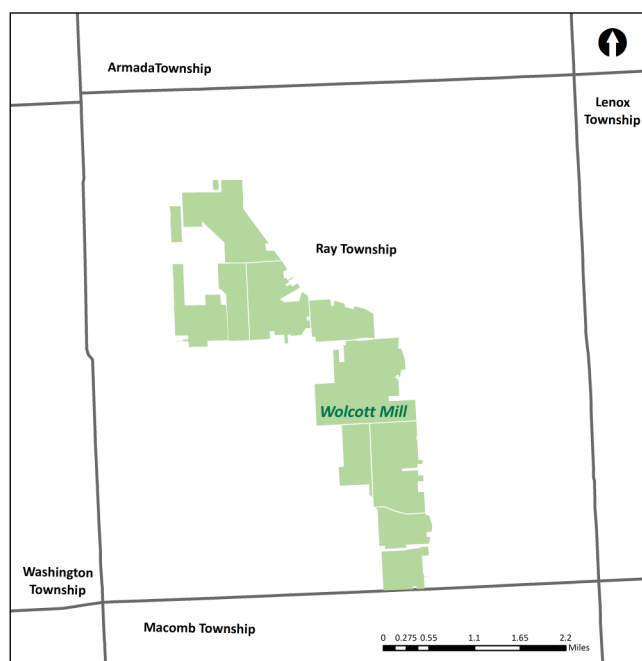


## Projects & Initiatives

Understanding the goals and plans of the municipality containing Wolcott Mill is essential for a collaborative, comprehensive planning process. To begin, planning staff researched the published master plan of Ray Township, which entirely contains the park. This provided a basic idea of the planned direction of the community, especially regarding land use, development, and recreation.

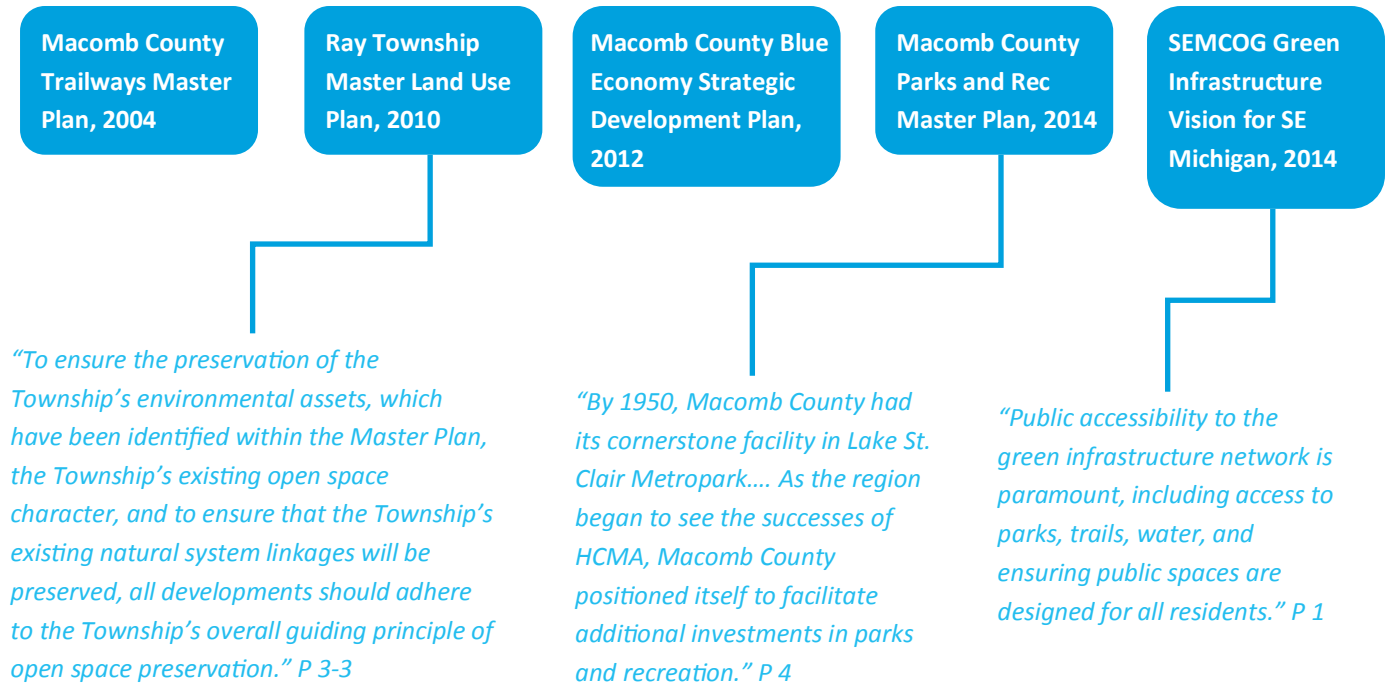
Ray Township still contains a large amount of vacant and agricultural land, along with growing residential uses. The master plan focuses on an expected transition to more of the residential dominance found in neighboring municipalities, and how to minimize conflicts and protect valued resources. It identifies farmland as particularly valuable, for its addition to the rural character of the township, its contribution to the local economy, and its need for relatively less intensive municipal services.

MUNICIPALITY MAP



## Community Influences

### Relevant Planning Documents



Since the development and land use decisions of neighboring communities and other governmental agencies directly impact the park, these other plans were reviewed and taken into account when creating this document. The opinions and ideas expressed by residents and leaders in these communities give Wolcott Mill a wider context and in many cases underscore the importance of the park's resources to citizens.

Ray Township is currently reviewing its 2010 Master Plan and has published several alterations, mostly involving land uses in specific areas of the municipality. The general goals and character of the plan remain approximately the same.

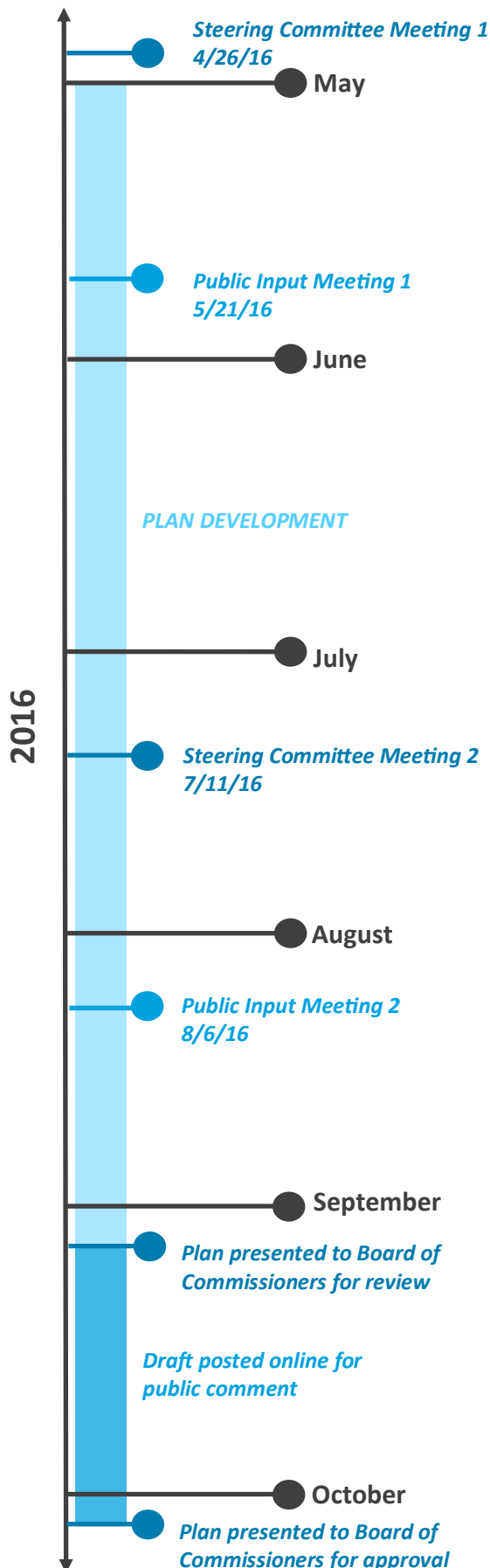
Macomb County does not have a Parks and Recreation Commission and maintains only a few county parks. Therefore, Wolcott Mill may play a larger role than other Metroparks in meeting everyday, neighborhood-level recreation needs.

Wolcott Mill is part of a broader system of recreation and green space that includes other Metroparks as well as local, county, and state parks and greenways. Therefore, recreation and green infrastructure plans were also considered in creating the Wolcott Mill Master Plan. Many communities are currently advancing their non-motorized networks, seeking grant funding to create greenways and paths, and cooperating to provide linked green and recreation spaces to their constituents.

The Macomb Orchard Trail is a valuable resource in the county, a paved path for bicycling and walking stretching 24 miles from Shelby Township to Richmond. HCMA has a seat on the Trail Commission, and opportunities for connecting to Wolcott Mill may be explored in the future.

# PUBLIC INPUT

## ← Outreach Process



Since this park belongs to the people of southeast Michigan, the Planning Department aimed to include the public in multiple stages of the planning process.

The planning process began with a meeting of the steering committee, which identified organizations and individuals with significant investment in the park for targeted invitations to the public meeting. A strategy for soliciting general participation in the public meeting was also discussed.

The next step was a public meeting with community members to gather initial ideas about the direction of the park. These ideas were taken into account, along with staff feedback and other data, in developing initial recommendations.

Project Ideas were then presented to the public at a second meeting, and feedback was collected, analyzed, and incorporated into a draft Master Plan document.

This document was presented to the Board of Commissioners for review in September and then posted online for public comment, which influenced the final Master Plan sent to the Board of Commissioners for approval in October.

### Public Meeting 1 - 5/21/16

- Explanation of and timeline for the planning process
- General park information and map
- Regional map on which participants placed stars to indicate their place of residence in relation to the park
- Exercise in which participants placed pom-poms representing resources in jars representing activities, expressing their opinion on where investments should be made
- Opportunity to fill out survey in person

### Public Meeting 2 - 8/6/16

- Short presentation on survey results, community influences, and intended projects
- Opportunity for participants to write down feedback on intended projects



# Results

At the first public meeting, participants used the pom-pom investment activity to articulate their interest in equestrian trails, a popular feature of Wolcott Mill Metropark. The second most popular choice was the Farm Center, another area unique to Wolcott Mill and an engaging place to bring children for education and entertainment. Camp Rotary and 4H activities also secured a number of votes.

The survey responses, both written and submitted online, demonstrated more clearly the desire for more extensive, interesting, and identifiable trails for all different user groups. Survey participants also expressed a general need for more activities to be offered at the park, such as expanded fishing areas and playgrounds and activities for children. Finally, the survey highlighted park access issues such as fragmentation among the various sections of the park and limited hours of operation.

At the second public meeting, participants learned about the various factors influencing the master plan projects and explanations of proposed project details. Participants commented the bridge and pavilion should be maintained at Camp Rotary and suggested pursuing Dark Sky Site certification due to the observatory. There was a general consensus that the park must be better advertised, especially through print media targeted towards older adults.

A few participants mentioned concerns from Ray Township citizens over the price of admission to the park. A Ray Township official proposed a collaboration at the Historic Center to preserve and curate historic documents.

Finally, individuals voiced strong support for greater trail connectivity and especially favored expanding the equestrian trails.

### Q7 What would make your visit to Wolcott Mill Metropark more enjoyable overall?

Answered: 57 Skipped: 166

Enjoy Volunteers Love Entrance Activities Play Mill  
Longer Park Annual Farm Petting Events  
Think Offer Job Trails

### Q6 What can be done to improve your favorite area or facilities for your favorite activity?

Answered: 77 Skipped: 146

Activities Paved Camp Parties Park Fishing  
Animals Cow Barn Farm Restrooms  
Trails Petting Zoo Mill Golf Playground  
Nature Events Scout Love Think



## Survey Response Topics

### Activities

- More fishing opportunities
- More activities for children
- Running and biking opportunities
- More activities in general
- Make disc golf available
- Greater Car Club involvement
- More equestrian activities

### Access

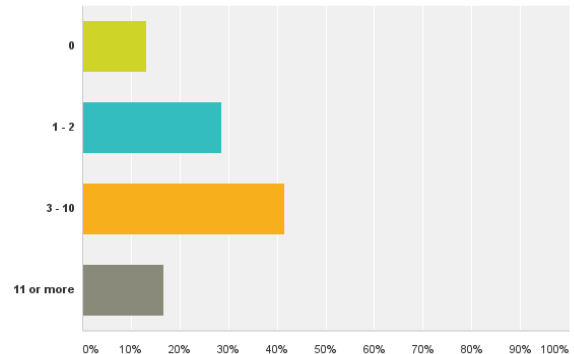
- Better signage on trails
- Trails and/or roads connecting areas of park
- Keep parks accessible to all income levels
- Closer handicapped parking
- Extend hours past 5pm
- Stay open 7 days a week
- Create entrance to Mill off Wolcott Rd

### Facilities

- More hiking trails and scenic vistas
- More equestrian trails
- More/improved playgrounds
- Food service area
- Updated restrooms
- More animals
- More picnic areas and shelters
- More benches
- Dog-friendly spaces

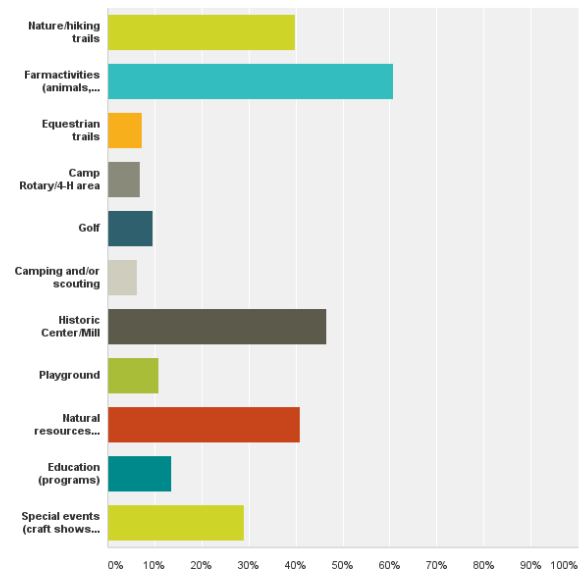
**Q3 Approximately how many times do you visit Wolcott Mill Metropark in a year?**

Answered: 221 Skipped: 2



**Q5 What is your favorite part of the park or activity within Wolcott Mill Metropark? Examples are given for each category. (Choose up to 3.)**

Answered: 176 Skipped: 47



## Participation

The Wolcott Mill Master Plan online survey received over 220 responses, and over twenty individuals attended the two public meetings. As shown in the map below, the greatest number of responses came from Ray Township and the municipalities to the south and west. Nearly every zip code in Macomb County is represented by at least one respondent. Few responses were gathered from Wayne and Livingston counties, and none from Washtenaw County. The distribution of respondents suggests that more can be done to spread awareness of Wolcott Mill and all it offers.

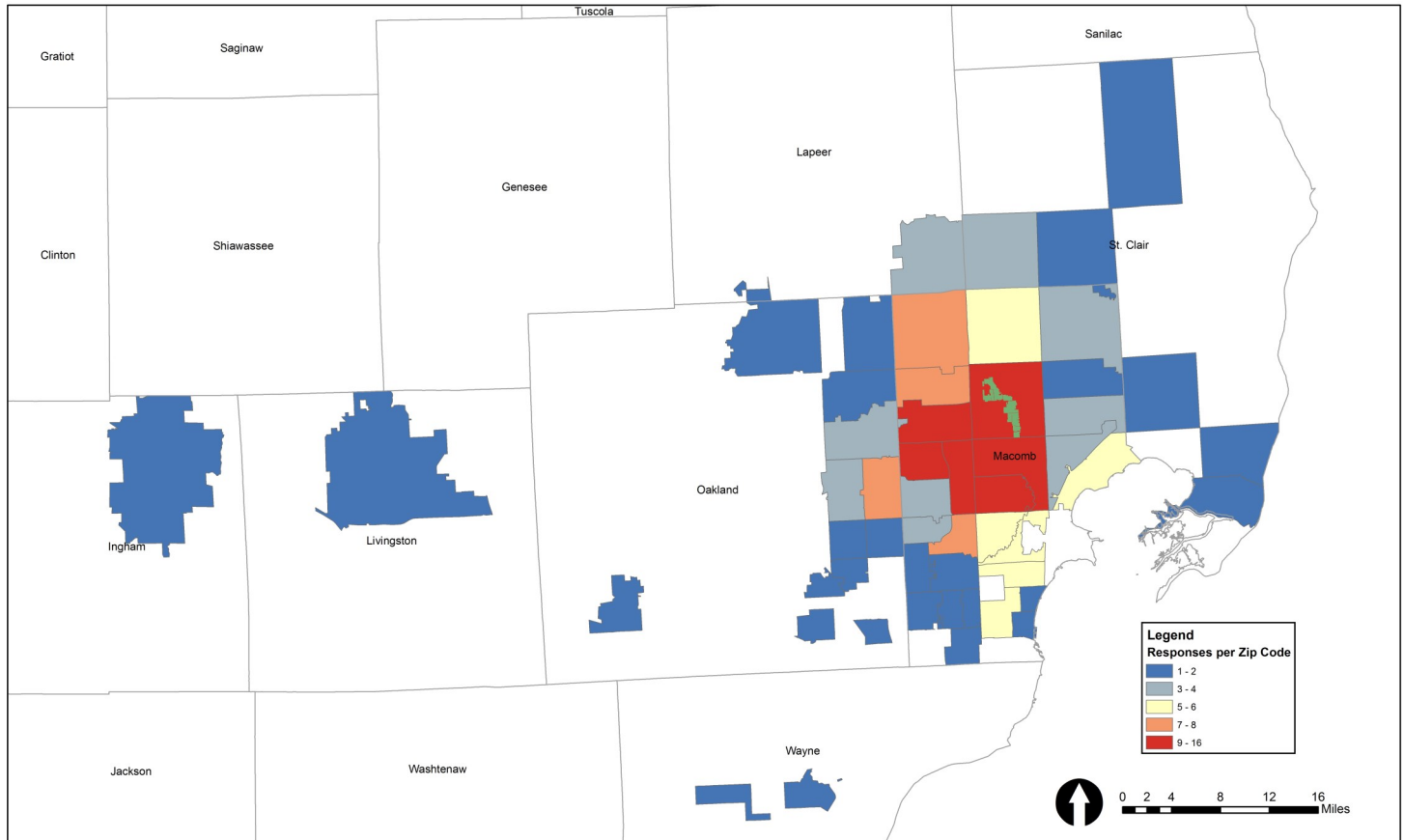
### NEEDS

Incorporate variety of opinions and user groups into master plan

Create vibrant park through robust, transparent public outreach

### OPPORTUNITIES

## Survey Response Zip Code Map



# Action Plan

## Needs & Opportunities

Based on the assessment of park conditions, demographic research and spatial analysis, public input, and staff input, the needs and opportunities listed throughout this document were developed.

### Needs

- Better highlight and advertise special character of park
- Define and protect areas with important biodiversity features
- Preserve features of historic structures
- Increased connectivity between structures
- Increased space for interpretation and interactive learning, as well as events.
- Work with county to address park boundary issues
- Replace outdated, confusing, inconsistent signs
- Update trail system to include informal paths
- Pursue improvements to park accessibility
- Address falling tax revenue
- Add tollbooths where needed
- Increase revenue and visitation
- Meet the needs of a changing regional population
- Improve park interaction with community
- Incorporate variety of opinions and user groups into master plan



### Opportunities

- Expansion of available events and activities at park
- Create a resilient network of biodiverse areas in the park
- Draw new visitors with programming/education based on history of park
- Unification of structures will create accessible network throughout various park areas.
- Work towards a park with unique, well-maintained facilities that meet all visitors' needs
- Create good working relationship with neighbors and partner organizations
- Create consistent, convenient wayfinding system to give visitors confidence
- Draw new visitors to the park with a high-quality trail network
- Ensure that users of all abilities feel empowered to take full advantage of the park
- Direct resources to higher revenue, lower expenditure areas
- Collect more robust visitor data
- Draw visitors through programs that highlight unique historic and agricultural themes
- Develop an accessible, welcoming park with something for everyone
- Invest in good working relationships with surrounding government agencies
- Create vibrant park through robust, transparent public outreach

With these in mind, the following list of projects, plans, and studies was developed. Major and minor projects have been identified as priorities and assigned a timeline, and the accompanying studies have been listed. These pages should serve as a blueprint for the future of the park over the next ten years.



## Large Facilities

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Implement Golf Course plan	Engineering	Planning, NR	Contractors, TBD		x	x	
Rebuild original sheep barn at Farm Center	Engineering	Planning	Contractor		x		
Implement Farm Center selective redevelopment plan	Engineering	Planning	Contractors, TBD			x	x
Implement Historic Center redevelopment plan	Engineering	Planning	Contractors			x	x
Renovate exhibits at Historic Center	Interpretive	Operations	Contractors			x	



## Infrastructure / Small Facilities

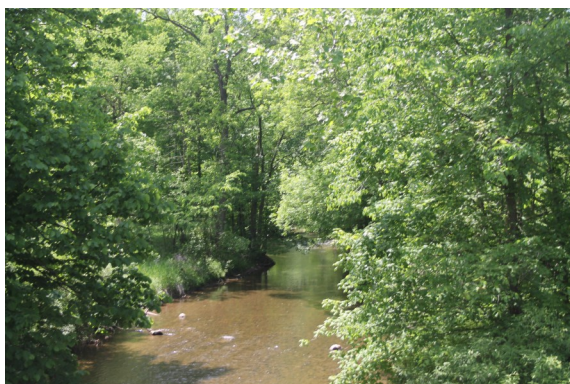
Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Pavement projects (list developed annually, as needed)	Engineering	Planning, Operations	Contractors	various	x	x	x
Accessibility improvements, including interiors and walkways - parkwide	Engineering	Planning, Operations	Contractors	various	x	x	
Install short-term accessory storage shed at Farm Center	Engineering	Planning, Operations		TBD	x		
Replace Farm Center playground structures	Planning	Engineering, Operations	Contractors	\$85,000.00	x		
Implement trail development plan	Engineering	Planning	Contractors		x	x	x
Install small check-in structure at Camp Rotary	Engineering	Planning, Operations				x	





## Natural Resources

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Vegetation management projects (list developed annually)	NR	Operations		various	x	x	x
Floodplain/wetland restoration	NR			TBD		x	x
Grassland/farmland restoration	NR				x	x	x





## Signage

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Wayfinding/directional signage updates - parkwide (including trails)	Planning	Maintenance, Operations		\$15,000.00	x		
Install interpretive and wayfinding signage at Historic Center	Interpretive	Planning, Operations			x		

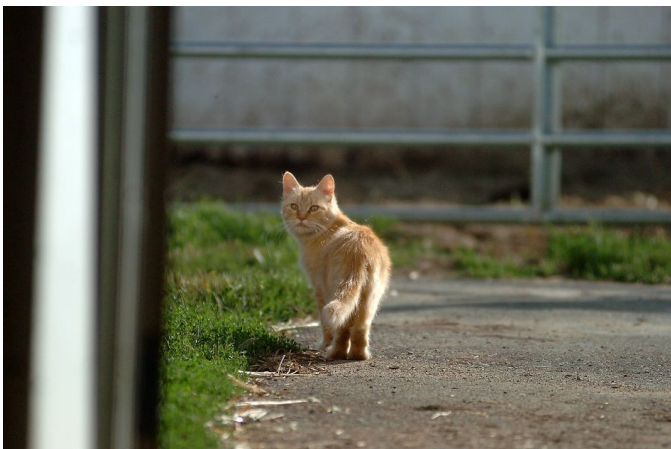


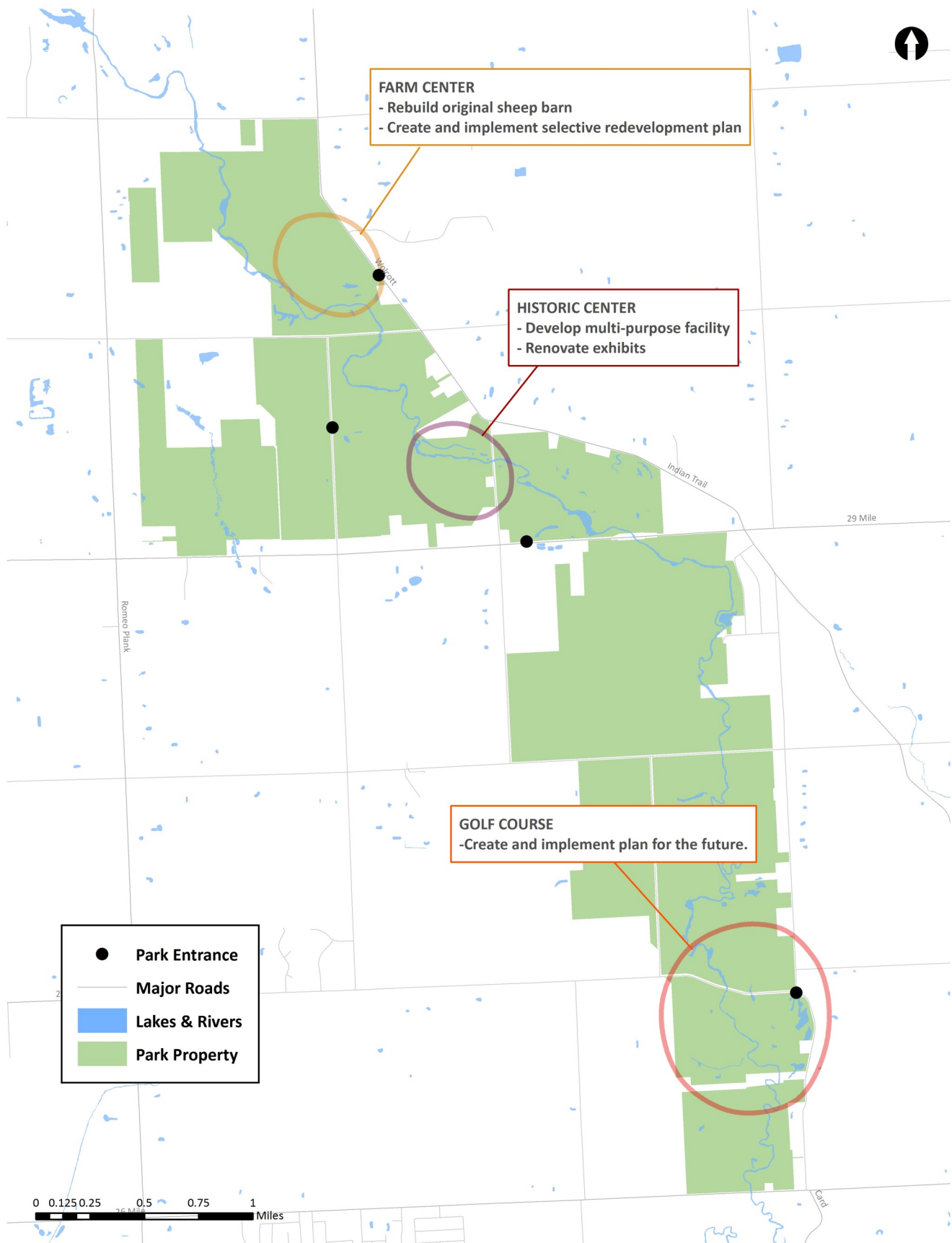
# Area Plans, Studies, & Initiatives

After identifying the need for changes or improvements based on user feedback and staff research, in-depth evaluation and planning must be carried out to gain a detailed understanding of problems and opportunities and determine the best strategies based on existing conditions and resources. Sometimes a process to formally monitor facility usage and gauge popularity is necessary. These studies often result in a scope of work, a work plan, and in some cases a site plan that give staff a roadmap for planned changes. Recommended studies are listed below:

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Golf Course plan: utilize the system-wide golf study (forthcoming 2016) to develop a plan for the future of the golf course	Planning	NR, Engineering, Operations, Maintenance		staff time	x		
Farm Center selective redevelopment plan: retain some existing buildings, incorporate additional elements where possible	Planning	Engineering, Operations, Maintenance		staff time	x		
Trail development plan for facility connectivity	Planning	NR, Engineering, Operations, Maintenance	Ray Township, Macomb County	staff time	x		
Explore development of a main park entrance on Wolcott Road between the Historic Center and Camp Rotary	Planning	Engineering, Operations, Maintenance	Ray Township, Macomb County	staff time	x	x	
Historic Center redevelopment plan: new multi-purpose building to include event space, comfort station, office space, classroom; demolish existing comfort station building	Planning	Engineering, Operations, Maintenance		staff time	x		

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Camp Rotary revenue generation strategy: activities to supplement 4-H and camping uses	Operations	Planning		staff time	x		
Monitor Little Mac bridge at Camp Rotary for safety purposes	Engineering	Maintenance		staff time	x	x	x
Delineate all trails for inclusion on park maps	Planning	Graphics		staff time	x		
Fishing access study - Clinton River North Branch	NR	Planning	Clinton River Watershed Council		x		
Natural features inventory and assessment	NR			staff time	x		
Water quality monitoring	NR			staff time	x	x	x
Fish habitat assessment - North Branch Clinton River	NR			staff time	x		







# Key Projects

## Golf Course

2017-2026

With a clubhouse dating to 1950, the golf course faces substantial challenges that will require significant investment if it is to continue. Utilities updates, cart barn construction, and cart fleet replacement will all be necessary in the near future, and within the next five years the clubhouse will need to be rebuilt. the golf course does not remain open, the land could be repurposed as passive recreation.

### Issues:

- Significant investment needed to update building, cart fleet
- Numerous competing courses in area

### Opportunities:

- Analyze course revenue and expenditures in a system-wide golf study to determine best course of action
- Possibility to repurpose land



Need for updated building

## Farm Center

2017-2026+

Built in 2003 (barns built in 1918), the Farm Center is the most popular area of the park, drawing families with its emphasis on learning about the agricultural experience. The dairy farm is fully functional and focuses on preserving breeds of dairy cows. Along with the Beyond the Seed garden, greenhouse, playground, and Farm Center building with interpretive elements, this is an area that has experienced success and has even greater potential with selective redevelopment.

### Issues:

- Need for more animal space
- Need for classroom and office space

### Opportunities:

- Rebuild original sheep barn
- Create redevelopment plan
- Incorporate food/retail element



Need for more classroom/office space

## Action Plan

### Historic Center

2022-2026+

Containing buildings from the 1800s, the Historic Center draws visitors to learn about the way of life hundreds of years ago. The serene mill pond and clusters of trees make it a highly scenic area, desirable for weddings and other events. However, there is need for a structure to accommodate such events, as well as upgraded restrooms, class space, and exhibits.

#### Issues:

- Need for classroom space
- Need for event structure
- Need for more engaging activities within Mill

#### Opportunities:

- Create redevelopment plan
- Renovate exhibits



Need for event structure

### Trail Development

2017-2021

The mapped, signed trails that currently exist in Wolcott Mill are the Historic Center nature trails (Mother Earth, Mill Race, Settlers), and the equestrian trails accessed from Camp Rotary. The rustic trails north of the Little Mac Bridge at Camp Rotary are also in the process of being mapped. A plan is needed to identify what areas of the park could benefit from creation of additional trails, and how they might contribute to greater connectivity through the park as a whole.

#### Issues:

- Few trails
- Lack of signage/mapping
- Lack of connections within park

#### Opportunities:

- Plan to study trail development
- Mapping existing trails



Lack of connections within park

## Other Projects

- **Walkway and interior accessibility improvements**  
Due to growing awareness that park facilities do not meet the needs of individuals with disabilities, increasing accessibility will be an ongoing focus. Buildings will be rebuilt and retrofitted to improve ease of access, and paved paths will be constructed to better connect parking with recreational activities.
- **Farmland restoration projects**  
When parkland leased out for agricultural purposes returns to recreational use, the land must be restored so that it can be a rich environment capable of supporting a variety of animal and plant life.
- **Annual projects: paving, vegetation management**  
Both natural resources and built infrastructure are regularly maintained by staff. Invasive species are consistently removed and treated, and when cracks and other wear appear on paved areas they are patched or repaved.
- **Fishing access study**  
Several survey respondents expressed a desire for more fishing opportunities in the park. This study will determine the extent to which more fishing areas are needed and the most favorable locations.





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## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – Five-Year Recreation Plan Public Survey RFP  
Date: August 31, 2016

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

That the Board of Commissioners' approve the solicitation of bids for Request for Proposals (RFP) for a public survey of the Metroparks five-county service area as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** This item was not budgeted for 2016. If a contract is approved before the end of 2016, funds will need to be allocated from fund balance.

**Background:** The Metroparks are due to update its system-wide Five-Year Recreation Plan by Dec. 31, 2017. Components of this plan will include information gathered from master planning processes, data collection and analysis, a project progress report and new five-year project list, and a five-year fiscal outlook. Information obtained from a formal public satisfaction and preference survey will inform the goals and objectives for the Metroparks over the next five years.

In order to provide guidance to staff and the Board for the 2018 budget cycle, the Planning Department is proposing to complete the Five-Year Recreation Plan update by June 2017. To meet this goal, the proposed scope of work lists March 31, 2017 as the final survey report deadline. If approved, the RFP would be issued in September 2016 in anticipation of presenting the selected firm for approval at the Oct. 13, 2016 Board meeting. Public Sector Consultants conducted the most recent public survey in 2012; the cost of that survey was \$65,627.

The RFP will be reviewed by Miller Canfield.

**Attachment: Public Survey Request for Proposal (RFP)**



## **SCOPE OF WORK**

1. **INTRODUCTION:** In order to help meet the park and recreation needs of the residents of southeast Michigan, the Huron-Clinton Metropolitan Authority (HCMA) intends to conduct a recreation survey (Survey) of the residents of the five county region of Southeast Michigan including Livingston, Macomb, Oakland, Washtenaw, and Wayne counties, using means neither limited to nor necessarily inclusive of direct mail, internet, and telephone. The assessment of recreational needs is a critical step in the HCMA park system planning process. It serves as a barometer of current and future demands for recreational facilities and services. In addition, an inventory of HCMA jurisdiction recreational needs is required in order for HCMA to apply for state and federal funding.
2. **BACKGROUND:** The Huron-Clinton Metropolitan Authority (HCMA) is a regional special park district encompassing Wayne, Oakland, Macomb, Washtenaw and Livingston counties. It was sanctioned by the Michigan State Legislature in Act No.147 of the Public Acts of 1939, and was approved in 1940 by the residents of the five counties. The Board of Commissioners held its first meeting in 1941 and funding for the Metroparks became available in 1942.

The governing body of HCMA is a seven-member Board of Commissioners. Two of the members are selected by the governor to represent the district at large, and the other five are appointed by the governing bodies of the five member counties.

HCMA is funded principally by a property tax levy, limited at its inception in 1942 to one-quarter of one mill but today adjusted to .2146 mills, and by revenues from vehicle entry fees and other user fees for various facilities.

Currently, thirteen (13) Metroparks covering almost 25,000 acres are located along the Huron and Clinton rivers surrounding Southeast Michigan.

The Metroparks are designed for day trips—no more than an hour away from most residents of the region—yet are much greater in size and variety of activities than most county or city parks. This means the Metroparks fill a unique recreation need in the region.

3. **PLANNING PROCESS:** HCMA is in the fourth year of a 5-Year system-wide Recreation Plan. In order to remain eligible to receive State and Federal grant assistance, HCMA must complete, and approve a new Recreation Plan and have it on file with the State of Michigan by December 31, 2017.

In developing the current Recreation Plan, HCMA Planning Staff compiled data and information gathered from previous surveys, including a Park User / Non-User Telephone Survey (2001-2002), focus group discussions (2007), and most recently a Telephone and Online Survey (2012). Results from these efforts, coupled with Census data and information from park and planning departments within the five-county district formed the basis for current Plan. In preparation for developing the next 5-Year Recreation Plan (2018-2022), HCMA seeks to conduct a Survey less reliant on landline telephone responses in order to expand its reach.

4. **SURVEY OBJECTIVES:** The Contractor shall conduct a Survey in such a way that the diversity of the region, in terms of socioeconomic characteristics and geographical distribution, will be represented. The Contractor shall also be cognizant of holding costs and time requirements to a minimum while meeting the standards for a Recreation Plan as set forth by the Michigan Department of Natural Resources (MDNR). The primary objectives are:
- a. To use some form of formal random public survey to garner data that meets criteria established in consultation with HCMA Staff and Board of Commissioners.
  - b. To develop, in consultation with HCMA Staff and Board of Commissioners, a set of appropriate questions that will elicit from the Survey participants the information needed to assess recreational needs.
  - c. To select a sample so that twenty four hundred (2,400) households are surveyed representing each of the five counties in quantity and proportion to the population in each respective county; and per each HCMA management district in order to represent the region accurately. Furthermore, HCMA may opt to authorize and approve payment for additional completed Surveys.
  - d. To code, analyze and present the data from the Survey in a manner that is readily understandable and useful for planning purposes and is representative of the three HCMA management districts encompassing the five southeast Michigan counties of Wayne, Macomb, Oakland, Livingston, and Washtenaw.
  - e. To complete these objectives in a timely manner with a minimum of cost and a maximum of control.
  - f. To make comparisons of responses to previous surveys/studies.
5. **OBJECTIVES:**
- a. Assess resident satisfaction with the quality, quantity, and management of existing parks, programs, facilities and services.
  - b. Determine current resident use of existing HCMA programs and facilities and appropriateness of when and where these services are offered.
  - c. Identify what levels of spending are acceptable via fees and charges, for recreation programs, park and facility improvements.
  - d. Identify the resident's interest in the addition of future park facilities.
  - e. Identify future interests regarding the implementation of new programs and services that meet the needs of the community and respond to new trends in the leisure services industry.
  - f. Determine how effective HCMA is at communicating its "products and services" and disseminating relevant information to the residents.
  - g. Obtain general demographic characteristics and identify perceptions of the various market segments of both users and non-users of agency programs, parks and facilities.
  - h. Identify what prohibits non-users from taking advantage of HCMA services.



- i. Investigate how citizens wish to utilize their discretionary time and how HCMA may coordinate efforts in these areas.
  - j. Assess the public's awareness and perception of the HCMA's current programs and facilities in terms of how well the programs and facilities satisfy the needs of participants.
  - k. Give residents the opportunity to offer suggestions, comments, and concerns about the opportunities provided to them by the HCMA.
6. STUDY AREA: The study population will be the residents of Southeast Michigan including the counties of Livingston, Macomb, Oakland, Washtenaw, and Wayne.
7. CRITERIA FOR PROPOSAL ACCEPTANCE: All Proposals received will be evaluated by HCMA Staff and presented to the Board of Commissioners for their consideration. The staff will evaluate all Proposals with respect to criteria developed to determine the competence and suitability of prospective contractors.

The contract will be awarded by the Board of Commissioners to the firm deemed best able to show the ability to meet the aforementioned objectives. HCMA reserves the right to reject any or all Proposals, to waive irregularities and/or formalities and to make award in any manner deemed in the best interest of HCMA.

The Proposals will be evaluated according to the following criteria as they relate to this request for Proposal:

- a. Demonstrated ability to design and conduct a Survey of high quality for public use and understanding in the general area of parks and recreation.
  - b. Demonstrated capacity to undertake a project of this size and complexity, including the ability to complete the work and deliver the data in a timely manner.
  - c. Adequacy and technological relevancy of proposed sampling and collection procedures for the coverage, quantity, quality of the data; adequacy of proposed coding and data preparation procedures and of plans to prepare a well-documented and useable report at the conclusion of the project.
  - d. Experience and training of staff who will be assigned to work on this project.
  - e. Demonstrated ability to conduct a significant number of surveys to adequately represent the populations of Livingston, Oakland, Macomb, Washtenaw, and Wayne counties and ensure coverage and data quality.
8. EVALUATION: A committee of HCMA Staff and/or Commissioners will be assigned to evaluate the proposals. The evaluation will take into consideration recent experience with this type of project. Qualifications of firms, individuals and sub-consultants proposed to be used on the project will also be considered.
9. INTERVIEW: At its option, HCMA may invite selected bidders to participate in an interview. Firms selected for interviews will be supplied with further instructions prior to the interview. Persons representing the Bidder at the interview must be the personnel who will be assigned to this contract as well as representatives authorized to explain and answer questions related to the proposal.

10. **SCORING GOALS:** The following criteria will serve as a guide for scoring Proposals. HCMA reserves the right to reject any and all Proposals, to waive minor irregularities, to accept the Proposal which HCMA determines, in its sole discretion, to be in its best interest, or to negotiate with any or all of the Proposers. Notwithstanding any preliminary award of this Contract, HCMA shall have the power to accept any Proposal until the final execution of Contract Documents, during the acceptance period.

SCORE CRITERIA	WEIGHT (%)
1. Project approach	20
2. Understanding of project objectives	20
3. Cost or bid for the work to be performed	20
4. Experience with similar projects and clients	15
5. Demonstrated ability to satisfy time deadlines	15
6. Management and team members	10
TOTAL	100

11. **RECOMMENDATION:** Proposals will be ranked in order of preference. Following negotiation of a mutually satisfactory agreement, the final selection will be submitted to the Board of Commissioners with a recommendation for award of contract.

12. **CONTENTS OF PROPOSAL:**

- a. An introduction to the Proposal, including a statement of the consultant's understanding of the project.
  - b. A work plan to include a list of tasks to be performed, the sequence of steps including a timeline for completion of each step, and a list of the participants necessary to complete each step.
  - c. An explanation of the role of the Contractor as related to HCMA staff, including the division of work between the Contractor and HCMA staff.
  - d. Identification and background of consultant services, if any, to be used by the Proposer in completing this project.
  - e. A list of clients for whom the Proposer has performed services similar to those described in this Request for Proposal.
  - f. The Proposal shall be signed by an individual authorized to bind the contractor, and shall contain a statement to the effect that the Proposal is a firm offer for a ninety-day (90) period.
  - g. The Proposal should include the name, title, street address, e-mail address, and telephone number of individuals with whom HCMA is authorized to negotiate, and contractually bind the company and also who may be contacted during the period of Proposal evaluation.
13. **PAYMENT:** At the time of approval of the Contract, a payment schedule will be agreed upon between HCMA and the Contractor. Complete payment will be tied to the successful completion of all work elements in the Contractor's Proposal to the HCMA's satisfaction.

14. **LIMITATIONS:** The Proposer must represent himself/herself solely by the written Proposal. All key Contractor personnel to be involved in the project will be expected to attend any oral presentations that are scheduled. It is anticipated that a Contract will be agreed to and approved by October 13, 2016.
15. **SUMMARY:** The Consultant will be responsible for completing at a minimum, the following tasks. **Please note clearly if modifications are proposed.**

**Estimated Project Start:** November 2016

**Final Report Due:** March 31, 2017

**Study Purpose:** To conduct a recreation survey assessment of the residents of Livingston, Macomb, Oakland, Washtenaw, and Wayne counties of southeast Michigan. The information will be used to update the Five Year Community Recreation Plan for the Huron-Clinton Metropolitan Authority.

**Procedures:** Under this Proposal, the Contractor will prepare for and conduct a quantity of public contacts that result in twenty four hundred (2,400) completed random surveys that represents various geographic and socioeconomic characteristics of the HCMA. The surveys will be recorded and then transcribed, coded and entered into a computer for analysis and report generation.

**Products to be delivered:** Transcripts from surveys, code book and data file with coded data, thirty (30) bound copies and one (1) non-editable digital version (pdf) of the final report, and an oral presentation to the Board of Commissioners.

16. **CONTRACT PRICE:** The cost shall be detailed according to the work items contained in the Proposal including:
- a. This is a LUMP SUM Contract. The amount submitted on the Proposal shall include all work necessary to complete the Contract for 2400 completed surveys.
  - b. Furthermore, HCMA may opt to authorize additional completed Surveys. The Proposal should include a Unit Price per 100 each additional surveys on the Proposal Form. Unit Prices should include (1) Preparation (2) Data Collection (3) Data Analysis, and (4) Documentation. It should be noted that the Contractor will be reimbursed at this unit price only for additional surveys that have been authorized, in writing, by HCMA.



## HURON-CLINTON METROPOLITAN AUTHORITY

#: \_\_\_\_\_  
Metroparks  
Recreation Plan

TITLE: \_\_\_\_\_  
Public Survey

ISSUE DATE: \_\_\_\_\_

**PROPOSAL DUE:** September 23, 2016 at 12:00pm

**LOCATION:** Huron-Clinton Metropolitan Authority  
Purchasing Department  
13000 High Ridge Drive  
Brighton, Michigan 48114  
(810) 227-2757

**PUBLIC OPENING:** September 23, 2016 at 2:00pm

**LOCATION:** Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, Michigan 48114  
(810) 227-2757

**DESCRIPTION:** The Huron-Clinton Metropolitan Authority (“HCMA”) is soliciting bids for professional services related to the facilitation of a recreation survey (Survey) of the residents of Livingston, Macomb, Oakland, Washtenaw, and Wayne counties. Additional detail may be found in Services Agreement Exhibit A, “Scope of Work and Proposal Instructions,” attached herein.

A copy of the complete Request for Proposals document may also be obtained at 13000 High Ridge Drive, Brighton, Michigan 48114.

**RESPONSE TO BID CAN BE MADE ONLINE AT BIDNET. Your completed bid can be uploaded back onto bidnet. Any problems contact BIDNET.**

HCMA is committed to an affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR BIDS DOCUMENT. Direct all inquiries to Nina Kelly, Manager of Planning, at 810.494.6043 or [nina.kelly@metroparks.com](mailto:nina.kelly@metroparks.com)

THIS BID IS OFFERED BY: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERALLY:**

- A. All entities submitting a proposal in response to this Invitation for Bids or Request for Proposals (each a “Bidder” or collectively, the “Bidders”) must carefully read and thoroughly comply with these Instructions to Bidders, the Special Terms and Conditions, the Offer and Agreement Form, the Vendor Registration Sheet, and the Bidder Disclosure Statement (together, the “ITB/RFP”), the Huron-Clinton Metropolitan Authority Standard Terms and Conditions for Contracts for Services of \$25,000 or Less attached hereto as Exhibit A and made a part hereof (the “HCMA Standard Terms and Conditions form”), and any addendums to the ITB/RFP. The contractual agreement between HCMA and the Bidder (the “Contract”) shall consist of:
  - 1. This ITB/RFP;
  - 2. The Bidder’s proposal, including all attachments and accompanying documents;
  - 3. The HCMA Standard Terms and Conditions form; and
  - 4. Written orders for changes in the Bidder’s proposal issued after the execution of and in accordance with the Contract.
- B. Proposals shall include all applicable licensing, permitting, regulatory, import and other fees and costs applicable to the Contract.
- C. The Bidder’s proposal shall not contain any condition purporting to limit the Bidder’s liability for damages, actual, consequential or otherwise, to the price of the contract, and any such condition shall be null, void, and of no force or effect.
- D. The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.
- E. Bidder shall comply with all Federal, State, and municipal laws, rules and regulations in the performance of the contract and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the HCMA’s request, evidence of compliance with any law and the payment of any fee, tax or charge. Bidder will defend, indemnify and hold harmless the HCMA against any and all claims, charges, liens, garnishments and levies arising out of Bidder’s failure to comply as required by this paragraph.

### **2. BID SUBMISSION:**

- A. Bids received after the day and time designated will not be accepted and will be returned sealed and unopened to the Bidder that submitted the late bid.
- B. All bids submitted in response to this invitation shall become the property of the HCMA and be a matter of public record available for review. Bidders are advised that after the



date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of Information Act.

- C. Submit bids on [www.govbids.com](http://www.govbids.com) then MITN.
  - D. Each bid shall include a description of the Bidder, the state in which the Bidder is licensed to do business (if other than Michigan), and shall include the names, resumes, and experience of the personnel to be assigned to this project. HCMA at its reasonable discretion may require further information from the Bidder, including detailed financial information. Bidder shall promptly provide this information at HCMA's request.
  - E. Any alternate bids that are submitted may be considered in the sole discretion of HCMA.
  - F. \_\_\_\_\_. If checked, bids must be accompanied by a bid deposit in the amount of \_\_\_\_% of the bid price. The bid deposit of the successful Bidder will be held until the contract has been duly executed by HCMA. The amount of the bid deposit may be forfeited to HCMA as liquidated damages upon the refusal or neglect of the Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by HCMA within forty-five (45) days after the date set for bid opening.
  - G. Bidders are solely responsible for any and all costs to prepare their bid, including, but not limited to, any site visits and engineering analysis.
3. **PREPARATION OF BIDS:** The bid shall be signed on the OFFER AND AGREEMENT FORM page. Bidder shall include the full name and address of the Bidder on the VENDOR REGISTRATION SHEET. HCMA is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices.
4. **SIGNATURES:** All bids, notifications, claims and statements must be signed by an individual authorized to bind the Bidder. Any individual signing a bid document certifies, under penalty of perjury, that he or she has the legal authorization to bind the Bidder.
5. **REJECTION OR WITHDRAWAL:** Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid non-responsive and may result in bid rejection. The HCMA reserves the right to reject any or all bids, to decide whether to waive any informalities and minor irregularities defects in bids, and to negotiate with any bidder. Bids may be withdrawn by giving written notice to HCMA, attention Purchasing Department prior to the date and time set for bid opening. Bids are an irrevocable offer and may not be withdrawn within 90 days after the public opening date.
6. **AWARD:** Unless otherwise specified in this ITB/RFP, the HCMA reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the HCMA. Any Bidder who is in default to the HCMA at the time of submittal of the bid shall have his/her bid rejected. The HCMA reserves the right to clarify any contractual terms with the concurrence of the Bidder; however, any substantial non-conformity in the offer, as determined by the HCMA, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the HCMA shall consider the qualifications of the Bidders, and where applicable, location, operating costs, delivery time, maintenance requirements, performance

data, and guarantees of materials and equipment. In addition, the HCMA may conduct such investigations as HCMA deems necessary, including those to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the Contract.

7. **CONTRACT:** A response to an ITB/RFP is an offer to contract with the HCMA based upon the terms, conditions, and specifications contained in this ITB/RFP and the HCMA Standard Terms and Conditions form. All of the terms and conditions of the Contract are contained in the ITB/RFP unless any of the terms and conditions is modified by an ITB/RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
8. **CONTRACT COMPLIANCE/AFFIRMATIVE ACTION PROGRAM:** The HCMA is committed to a Contract Compliance/Affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.
9. **BID RESULTS:** Bidders interested in receiving a tabulation of this ITB/RFP must include a self-addressed stamped envelope with bid. A bid tabulation will be on file and available for review after Contract award in the HCMA Purchasing Department.
10. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Every change or addendum issued in relation to the ITB/RFP document will be on file in the HCMA Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the Bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the Contract and all Bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the HCMA Purchasing Department.
11. **SPECIFICATIONS:** Unless otherwise stated by the Bidder, the bid will be considered as being in accordance with the HCMA applicable standard specifications and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Bidder in interpreting the requirements of the HCMA, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The HCMA reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The HCMA reserves the right to disregard any conflicting terms and conditions submitted by the Bidder and hold the Bidder to the submitted bid price. The HCMA strongly discourages the submittal of anything that is not specifically requested in this solicitation.
12. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, and other shipping-related expenses. Prices bid will be considered as being based on F.O.B. Delivered, freight included, if applicable.

13. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
14. **CURRENCY:** Prices calculated by the Bidder shall be stated in U.S. dollars.
15. **PRICING:** Prices shall be stated in units of quantity specified in the ITB/RFP Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.
16. **VENDOR EVALUATION:** Experience with the HCMA and past work performance shall be taken into consideration when HCMA is evaluating responsibility of the vendor
17. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful Bidder may not commence work under this Contract until authorized to do so by the HCMA Purchasing Department.
18. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Bidder certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the Contract.
  - D. The Bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, and Kickbacks from Public Employees.
  - E. The Bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

## **SPECIAL TERMS AND CONDITIONS**

1. **PAYMENT:** Payment shall be made monthly, or at the end of each project within 30 days of the submittal of a correct invoice for work performed. Some payments will be by p card/procurement card. Terms defining payment in the proposal supersede this clause.
2. **TERM AND RENEWAL:** The term of the Contract shall commence on the first of the month following award, unless otherwise identified herein or a different date is required and specified by HCMA. The Contract shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Bidder agrees that the HCMA shall have the right, upon mutual consent, to renew the Contract for up to two (2) additional one-year periods. In the event that the HCMA exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price, as explained in section 3.

3. **PRICE ADJUSTMENT:** For contracts with terms of more than one (1) year, the HCMA may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a Contract renewal and shall be a factor in the renewal review process. The HCMA shall determine whether the requested price increase or an alternate option is in the best interest of the HCMA.
4. **QUANTITIES:** In the case of Annual Requirements Contracts, the HCMA reserves the right to increase or decrease the estimated quantity as best fits its needs, and the HCMA does not guarantee maximums or minimums. The HCMA also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this Contract if extenuating circumstances exist.
5. **BIDDER'S INSURANCE:** The Bidder, or any of its subcontractors, shall not commence work under this Contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of the Bidder. All deductibles and SIR's are the responsibility of the Bidder.

The Bidder shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Huron Clinton Metropolitan Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Huron Clinton Metropolitan Authority as additional insured, coverage afforded is considered to be primary and any other insurance Huron Clinton Metropolitan Authority may have in effect shall be considered secondary and/or excess.
- e. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change

shall be sent to: (Huron Clinton Metropolitan Authority, 13000 High Ridge Drive, Brighton, Michigan 48114).

f. **Proof of Insurance Coverage:** The Bidder shall provide Huron Clinton Metropolitan Authority at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

g. If any of the above coverages expire during the term of this contract, the Bidder shall deliver renewal certificates and endorsements to Huron Clinton Metropolitan Authority at least ten (10) days prior to the expiration date.

6. **CONSENT TO REPRESENTATION OF MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.:** By submission of a proposal, the Bidder consents to the representation of the HCMA by Miller, Canfield, Paddock and Stone, P.L.C. Miller, Canfield, Paddock and Stone, P.L.C. represents the HCMA as general counsel and will not represent the bidder in conjunction with the Contract.
7. By signing this ITB/RFP document, Bidder agrees that the Contract shall be governed by the "SERVICES AGREEMENT," attached hereto.

**OFFER AND AGREEMENT FORM**

**TO THE HURON-CLINTON METROPOLITAN AUTHORITY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has HCMA to submit this proposal, which will result in a binding Contract if accepted by the Huron-Clinton Metropolitan HCMA.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_



**VENDOR REGISTRATION SHEET**

Project Name: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
County

\_\_\_\_\_  
Name and address of Headquarters/Home Office, if different from above.

4. Is your business incorporated in Michigan?

Yes ☐

No ☐

5. If not, has your business obtained a Certificate of Authority to transact business or conduct affairs in Michigan from the Michigan Department of Licensing and Regulatory Affairs?

Yes ☐

No ☐

6. If you answered "no" to both 4 and 5, please explain:

\_\_\_\_\_

7. What is main function of your business? (Be specific.)

\_\_\_\_\_

8. Year established \_\_\_\_\_

9. Company ownership (if any)

\_\_\_\_\_

10. Personnel in development and support, full time and total.

\_\_\_\_\_

11. Is the firm Minority Owned? \_\_\_\_\_

12. Please include a copy of your current business license.

\_\_\_\_\_

Authorized Signature, Position Title

**BIDDER DISCLOSURE STATEMENT**

***Disclosure of Familial Relationship***

The Bidder hereby represents and warrants, except as provided below, that no familial relationship exists between the owner(s) or any employees of the Bidder and any HCMA official or HCMA employee.

List and describe any familial relationships:

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***Disclosure of Substantial Interest in Business***

The Bidder hereby represents and warrants, except as provided below, that no HCMA official or HCMA employee or their immediate family has any substantial interest in the Bidder's business.

List and describe any substantial interest held by a HCMA official, City employee, or their immediate family in Bidder's business:

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I certify and swear that to the best of my knowledge, information and belief the above information is true, accurate, and complete.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Dated: \_\_\_\_\_

**SERVICES AGREEMENT**  
BETWEEN  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
AND  
**[INSERT NAME OF CONTRACTOR]**  
AGREEMENT EXPIRATION DATE: \_\_\_\_\_

This Services Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ between the Huron-Clinton Metropolitan ("HCMA"), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 ("HCMA), and [INSERT NAME OF CONTRACTOR], a [INSERT STATE OF CORPORATE FORMATION] [INSERT FORM OF CORPORATE ENTITY], whose address is \_\_\_\_\_ ("Contractor"). In this Agreement, either the Contractor or HCMA may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, HCMA desires to retain the Contractor to provide certain services as described herein upon the terms and conditions set forth herein and the Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACTS.** The following individuals shall be primarily responsible for the administration of this Agreement. The addresses and telephone numbers shall be used for all notices required under the Agreement.

a. HCMA

Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48114  
Tel: 810.227.2757  
Fax: 810.227.8610

b. Contractor

[INSERT CONTACT PERSON, ADDRESS, PHONE NUMBER, EMAIL]

**2. SCOPE OF CONTRACTOR'S SERVICES**

Contractor shall provide comprehensive review and assessment of all traffic control devices, and provide recommendations and plan for implementing, if necessary, as more fully described in Exhibit A, attached hereto (the "Services").

**3. COMPENSATION AND INVOICING**

a. Compensation. [INSERT COMPENSATION PROVISIONS].

b. Invoices. Contractor shall submit to HCMA invoices for Services provided. Contractor shall attach sufficient information to each invoice to enable HCMA to be able to identify the Services performed, the individuals performing the Services, and the agreement under which the Services were performed for the applicable invoice period. Invoices shall be submitted

to HCMA at the address listed in section 1, Attention: Accounts Payable. HCMA shall pay invoices for Services satisfactorily performed within forty-five (45) days after receipt of a complete invoice from Contractor. In the event that HCMA reasonably disputes any amount that appears on an invoice from Contractor, the Parties shall work together in good faith to resolve the dispute. HCMA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) HCMA continues to pay any undisputed amounts consistent with this Agreement, (ii) Contractor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement, and (iii) HCMA shall provide a written explanation for any disputed amount with specific remedies it believes needs to be taken. Nonpayment by HCMA of disputed amounts shall not constitute a breach of HCMA's obligations regarding payment to Contractor or otherwise be considered a basis for termination of this Agreement.

#### **A. TERM, TERMINATION, NOTICE AND AMENDMENTS**

1. Term. This Agreement shall become effective on the later date each of the following have occurred: (i) the Board of Commissioners of the HCMA or its lawful designee has approved this Agreement; (ii) the governing body of the Contractor or its lawful designee has approved this Agreement; (iii) a lawful agent of the HCMA has executed the Agreement; (iv) a lawful agent of the Contractor has executed the Agreement; and (v) all conditions precedent to the effectiveness of the Agreement have occurred. The Agreement shall expire with no further act or notice on \_\_\_\_\_, 201\_, and unless otherwise terminated or canceled as provided below. The Parties are under no obligation to renew or extend this Agreement after the expiration date. This Agreement may be extended by written, mutual agreement of the Parties.
2. Termination. HCMA may terminate and/or cancel this Agreement (or any part thereof) at any time during the term, any renewal, or any extension of this Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. HCMA may immediately terminate this Agreement for cause upon notice to Contractor if Contractor is in breach of this Agreement. The notice of breach shall include a statement of the facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice.

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

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

3. Notice. Notices given under this Agreement shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail

postage prepaid, and addressed to the person listed in Section 1. Notice will be deemed given on the earlier of: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

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

## **B. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. Organization and Good Standing. The Contractor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.
2. Power and Authority. The Contractor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Contractor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
3. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
4. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
5. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of this Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.

6. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
7. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.
8. Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
9. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Agreement, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
10. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under this Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
11. Contractor Employee-Related Expenses. All employees of Contractor shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all of Contractor's Employees shall fully comply with and adheres to all of the terms of this Agreement. Contractor shall indemnify and hold the HCMA harmless for all Claims (as defined in this Agreement) against the HCMA by any Contractor Employee, arising out of any Agreement for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
12. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into this Agreement, it had a full opportunity to review the proposed Services, and review all HCMA requirements and/or expectations under this Agreement. The Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.
13. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in this Agreement is intended to establish an employer-



employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.

## **C. INSURANCE, INDEMNIFICATION, AND RELEASE**

### **1. Insurance.**

- i. As a condition precedent to the effectiveness of this Agreement, the Contractor shall obtain and maintain insurance according to the specifications according to the specifications contained in Exhibit B and in compliance with this Agreement. If any insurance required hereunder lapses at any time during the Term of the Agreement, HCMA retains the right to immediately terminate this Agreement.
- ii. General Certificates of Insurance. All Certificates of Insurance shall contain the following clauses:
  1. “The insurance company(s) issuing the policy or policies shall have no recourse against the HCMA for payment of any premiums or for assessments under any form of policy”.
  2. “Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the Contractor.”
- iii. The general liability shall be primary and non-contributory. General Liability shall be on a per jobsite basis.
- iv. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the HCMA Purchasing Department. Insurance carriers are subject to the approval of the HCMA.
- v. The HCMA shall be named as an additional insured to this coverage in a form no more restrictive than the current ISO form.

### **2. Indemnification, Release, Limitation of Liability and Disclaimer of Warranties.**

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

The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

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

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

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

#### D. AGREEMENT DOCUMENTS, PRECEDENCE

- 1. Agreement Documents; Precedence. The following documents are incorporated into this Agreement. In the event of a conflict between or among any provisions of any of these documents, the provisions of the document contained in this list shall apply in descending order, such that the provisions contained in section 7.a.i shall take precedence over the provisions of the document contained in section 7.a.ii.
  - i. This Services Agreement and the Exhibits hereto;
  - ii. [INSERT ANY ADDITIONAL CONTRACT DOCUMENTS]

#### E. DEFINITIONS AND GENERAL TERMS AND CONDITIONS

- 1. Definitions. The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:
  - i. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- ii. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - iii. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
  - iv. “HCMA” means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its respective appointed officers, official employees, committees, and “HCMA Agent” as defined below.
  - v. “HCMA Agent” means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “HCMA Agent” shall also include any person who was a “HCMA Agent” anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or serving as an Agent.
  - vi. “Services” means the obligations Contractor shall provide or perform pursuant to this Agreement.
2. General Terms and Conditions. The following general terms and conditions shall apply to this Agreement.
- i. Cumulative Remedies. A Party’s exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
  - ii. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
    - “CONTRACTOR'S ASSURANCES AND WARRANTIES”;
    - “CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
    - “Damage Clean Up To HCMA Property and/or Premises”;
    - “Audit”;
    - “Severability”;
    - “Governing Law/Consent To Jurisdiction And Venue”; and
    - “Survival of Terms And Conditions”.

- iii. **HCMA Right to Suspend Services.** Upon written notice, HCMA may suspend performance of this Agreement if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Agreement. The right to suspend Services is in addition to the HCMA's right to terminate and/or cancel this Agreement. The HCMA shall incur no penalty, expense, or liability to Contractor if HCMA suspends Services under this Section.
- iv. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contract right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.
- v. **Permits and Licenses.** Contractor 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 HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide Services under this Agreement.
- vi. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Agreement and may terminate or cancel this Agreement immediately with notice.

- vii. **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- viii. **Force Majeure.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder 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, 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. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Agreement in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- ix. **Conflict of Interest and Warranty.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no Agreements shall be entered into between the

HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.

Contractor warrants that before submitting its Proposal and/or entering into this Agreement it has performed an inquiry within its firm to determine whether the Services to be provided under this Agreement may pose a conflict of interest. For purposes of this Agreement, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Contractor's judgment or appear to influence Contractor's judgment or quality of Services under the Agreement with the Contractor's representation of other clients. Except as provided herein Contractor shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Agreement.

If at any time Contractor determines that there is a Conflict of Interest or potential Conflict of Interest then the Contractor shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Contractor obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a Conflict of Interest arises in the course of providing Services under this Agreement, Contractor may be required to withdraw from its representation of the HCMA and may be liable for incremental costs, if any, associated with HCMA having to engage another consulting firm to perform the Services under this Agreement.

- x. Damage Clean up to HCMA or HCMA Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Contractor shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Contractor shall be responsible for assuring that all HCMA sites are restored to their original condition.
- xi. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its Services under this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor prior to its receipt

from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.

- xii. Contractor Use of HCMA Licensed Software. In order for the Contractor to perform its Services under this Agreement, HCMA may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to HCMA. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Contractor nor any Contractor employee shall produce a source listing, decompile, disassemble, or otherwise reverse Contractor any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- xiii. Grant Compliance. If any part of this Agreement is supported or paid for with any state or federal funds granted to HCMA, the Contractor shall comply with all applicable grant requirements.
- xiv. Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the Services to be performed under this Agreement. The Contractor's Project Manager shall coordinate with HCMA's Project Manager; the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- xv. Agreement Administrator. Each Party may designate an employee or agent to act as Agreement Administrator. The HCMA's Agreement Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of Services provided by the Contractor, reviewing invoices and submitting requests to the HCMA's procurement authority for any Agreement modification in accordance with this Agreement.
- xvi. Dispute Resolution. Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:
  - 1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
  - 2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his



or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.

3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
  4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
  5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- xvii. Access and Records. Contractor will maintain accurate books and records in connection with the Services provided under this Agreement for 36 months after end of this Agreement, and provide the HCMA with reasonable access to such book and records.
- xviii. Audit. Contractor shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Agreement, and for a period of three years after final payment.

Contractor shall explain any audit finding, questionable costs, or other Agreement compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.

- xix. Delegation, Sub-Contract Agreement and Assignment. Contractor shall not delegate, assign, or sub-contract any obligations or rights under this Agreement without the prior written consent of HCMA. The rights and obligations under this Agreement shall not be diminished in any manner by assignment, delegation or sub contract. Any assignment, delegation, or sub contract by Contractor and approved by HCMA, must include a requirement that the assignee, delegee, or sub-Contractor will comply with the rights and obligations contained in this Agreement. The Contractor shall remain primarily liable for all work performed by any sub-Contractor. Contractor shall remain liable to HCMA for any obligations under the Agreement not completely performed by any Contractor delegee or sub-Contractor. Should a sub-Contractor fail to provide the established level of service and response, the Contractor shall Agreement with another agency for these Services in a timely manner. Any additional costs associated with securing a competent sub-Contractor shall be the sole responsibility of the Contractor. This Agreement cannot be sold. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Agreement by a Court, HCMA may declare this Agreement null and void.

- xx. Non Exclusive Agreement. No provision in this Agreement limits, or is intended to limit, in any way the Contractor's right to offer and provide its Services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Agreement. Similarly, this Agreement is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Agreement, this Agreement shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or Services to be rendered to HCMA.
- xxi. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- xxii. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
- xxiii. 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. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.
- xxiv. Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- xxv. 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 non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

- xxvi. Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan.
- xxvii. 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 Agreements between the Parties. 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.

**(Signature page follows)**

The undersigned executes this Agreement on behalf of Contractor and HCMA, and by doing so legally obligates and binds Contractor and the HCMA to the terms and conditions of this Agreement.

**CONTRACTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ appeared in person before me this day and executed this Agreement on behalf of Contractor and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Agreement and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Agreement documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____, 20____.
Notary Public _____ _____ County, Michigan Acting in _____ County, Michigan My Commission Expires: _____

**HURON-CLINTON METROPOLITAN AUTHORITY:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SERVICES AGREEMENT  
BETWEEN  
HURON-CLINTON METROPOLITAN AUTHORITY  
AND  
[INSERT NAME OF CONTRACTOR]  
AGREEMENT EXPIRATION DATE: \_\_\_\_\_**

**EXHIBIT A**

**Scope of Work and Proposal Instructions**

1. **INTRODUCTION:** In order to help meet the park and recreation needs of the residents of Southeast Michigan, the Huron-Clinton Metropolitan Authority (HCMA) intends to conduct a recreation survey (Survey) of the residents of the five county region of Southeast Michigan including Livingston, Macomb, Oakland, Washtenaw, and Wayne counties, using means neither limited to nor necessarily inclusive of direct mail, internet, and telephone. The assessment of recreational needs is a critical step in the HCMA park system planning process. It serves as a barometer of current and future demands for recreational facilities and services. In addition, an inventory of HCMA jurisdiction recreational needs is required in order for HCMA to apply for state and federal funding.
2. **BACKGROUND:** The Huron-Clinton Metropolitan Authority (HCMA) is a regional special park district encompassing Wayne, Oakland, Macomb, Washtenaw and Livingston counties. It was sanctioned by the Michigan State Legislature in Act No.147 of the Public Acts of 1939, and was approved in 1940 by the residents of the five counties. The Board of Commissioners held its first meeting in 1941 and funding for the Metroparks became available in 1942.

The governing body of HCMA is a seven-member Board of Commissioners. Two of the members are selected by the governor to represent the district at large, and the other five are appointed by the governing bodies of the five member counties.

HCMA is funded principally by a property tax levy, limited at its inception in 1942 to one-quarter of one mill but today adjusted to .2146 mills, and by revenues from vehicle entry fees and other user fees for various facilities.

Thirteen (13) Metroparks covering almost 25,000 acres are located along the Huron and Clinton rivers surrounding Southeast Michigan. The Metroparks are designed for day trips—no more than an hour away from most residents of the region—yet are much greater in size and variety of activities than most county or city parks. This means the Metroparks fill a unique recreation need in the region.

3. **PLANNING PROCESS:** HCMA is in the fourth year of a 5-Year system-wide Recreation Plan. In order to remain eligible to receive State and Federal grant assistance, HCMA must complete and approve a new Recreation Plan and have it on file with the State of Michigan by December 31, 2017.

In developing the current Recreation Plan, HCMA Planning Staff compiled data and information gathered from previous surveys, including a Park User / Non-User Telephone Survey (2001-2002), focus group discussions (2007), and most recently a Telephone and Online Survey (2012). Results from these efforts, coupled with Census data and information from park and planning departments within the five-county district formed the basis for current Plan. In preparation for developing the next 5-Year Recreation Plan (2018-2022), HCMA seeks to conduct a Survey less reliant on landline telephone responses in order to expand its reach.

4. PROJECT OBJECTIVES: The Contractor shall conduct a Survey in such a way that the diversity of the region, in terms of socioeconomic characteristics and geographical distribution, will be represented. The Contractor shall also be cognizant of holding costs and time requirements to a minimum while meeting the standards for a Recreation Plan as set forth by the Michigan Department of Natural Resources (MDNR). The primary objectives are:
  - a. To use some form of formal random public survey to garner data that meets criteria established in consultation with HCMA Staff and Board of Commissioners.
  - b. To develop, in consultation with HCMA Staff and Board of Commissioners, a set of appropriate questions that will elicit from the Survey participants the information needed to assess recreational needs.
  - c. To select a sample so that twenty four hundred (2400) households are surveyed representing each of the five counties in quantity and proportion to the population in each respective county; and per each HCMA management district in order to represent the region accurately. Furthermore, HCMA may opt to authorize and approve payment for additional completed Surveys.
  - d. To code, analyze and present the data from the Survey in a manner that is readily understandable and useful for planning purposes and is representative of the three HCMA management districts encompassing the five southeast Michigan counties of Wayne, Macomb, Oakland, Livingston, and Washtenaw.
  - e. To complete these objectives in a timely manner with a minimum of cost and a maximum of control.
  - f. To make comparisons of responses to previous surveys/studies.
5. SURVEY OBJECTIVES:
  - a. Assess resident satisfaction with the quality, quantity, and management of existing parks, programs, facilities and services.
  - b. Determine current resident use of existing HCMA programs and facilities and appropriateness of when and where these services are offered.
  - c. Identify what levels of spending are acceptable via fees and charges, for recreation programs, park and facility improvements.
  - d. Identify the resident's interest in the addition of future park facilities.
  - e. Identify future interests regarding the implementation of new programs and services that meet the needs of the community and respond to new trends in the leisure services industry.
  - f. Determine how effective HCMA is at communicating its "products and services" and disseminating relevant information to the residents.



- g. Obtain general demographic characteristics and identify perceptions of the various market segments of both users and non-users of agency programs, parks and facilities.
  - h. Identify what prohibits non-users from taking advantage of HCMA services.
  - i. Investigate how citizens wish to utilize their discretionary time and how HCMA may coordinate efforts in these areas.
  - j. Assess the public's awareness and perception of the HCMA's current programs and facilities in terms of how well the programs and facilities satisfy the needs of participants.
  - k. Give residents the opportunity to offer suggestions, comments, and concerns about the opportunities provided to them by the HCMA.
6. STUDY AREA: The study population will be the residents of Southeast Michigan including the counties of Livingston, Macomb, Oakland, Washtenaw, and Wayne.
7. CRITERIA FOR PROPOSAL ACCEPTANCE: All Proposals received will be evaluated by HCMA Staff and presented to the Board of Commissioners for their consideration. The staff will evaluate all Proposals with respect to criteria developed to determine the competence and suitability of prospective contractors. The contract will be awarded by the Board of Commissioners to the firm deemed best able to show the ability to meet the aforementioned objectives. HCMA reserves the right to reject any or all Proposals, to waive irregularities and/or formalities and to make award in any manner deemed in the best interest of HCMA.

The Proposals will be evaluated according to the following criteria as they relate to this request for Proposal:

- a. Provision of successful project examples with designing and conducting surveys of high quality for public use and understanding, preferably in the general area of parks and recreation.
  - b. Demonstrated capacity (with project examples) to undertake a project of this size and complexity, including the ability to complete the work and deliver the data in a timely manner.
  - c. Adequacy and technological relevancy of proposed sampling and collection procedures for the coverage, quantity, quality of the data; adequacy of proposed coding and data preparation procedures and of plans to prepare a well-documented and useable report at the conclusion of the project.
  - d. Experience and training of staff who will be assigned to work on this project.
  - e. Demonstrated ability (with project examples) to conduct a significant number of surveys to adequately represent the populations of Livingston, Oakland, Macomb, Washtenaw, and Wayne counties and ensure coverage and data quality.
8. EVALUATION: A committee of HCMA Staff and/or Commissioners will be assigned to evaluate the proposals. The evaluation will take into consideration recent experience with this type of project. Qualifications of firms, individuals and sub-consultants proposed to be used on the project will also be considered.

9. **INTERVIEW:** At its option, HCMA may invite selected bidders to participate in an interview. Firms selected for interviews will be supplied with further instructions prior to the interview. Persons representing the Bidder at the interview must be the personnel who will be assigned to this contract as well as representatives authorized to explain and answer questions related to the proposal.
10. **SCORING GOALS:** The following criteria will serve as a guide for scoring Proposals. HCMA reserves the right to reject any and all Proposals, to waive minor irregularities, to accept the Proposal which HCMA determines, in its sole discretion, to be in its best interest, or to negotiate with any or all of the Proposers. Notwithstanding any preliminary award of this Contract, HCMA shall have the power to accept any Proposal until the final execution of Contract Documents, during the acceptance period.

SCORE CRITERIA	WEIGHT (%)
1. Project approach	20
2. Understanding of project objectives	20
3. Cost or bid for the work to be performed	20
4. Experience with similar projects and clients	15
5. Demonstrated ability to satisfy time deadlines	15
6. Management and team members	10
TOTAL	100

11. **RECOMMENDATION:** Proposals will be ranked in order of preference. Following negotiation of a mutually satisfactory agreement, the final selection will be submitted to the Board of Commissioners with a recommendation for award of contract.
12. **CONTENTS OF PROPOSAL:**
- An introduction to the Proposal, including a statement of the consultant's understanding of the project.
  - A work plan to include a list of tasks to be performed, the sequence of steps including a timeline for completion of each step, and a list of the participants necessary to complete each step.
  - An explanation of the role of the Contractor as related to HCMA staff, including the division of work between the Contractor and HCMA staff.
  - Identification and background of consultant services, if any, to be used by the Proposer in completing this project.
  - A list of clients for whom the Proposer has performed services similar to those described in this Request for Proposal.
  - The Proposal shall be signed by an individual authorized to bind the contractor, and shall contain a statement to the effect that the Proposal is a firm offer for a ninety-day (90) period.
  - The Proposal should include the name, title, street address, e-mail address, and telephone number of individuals with whom HCMA is authorized to negotiate, and contractually bind the company and also who may be contacted during the period of Proposal evaluation.

13. **PAYMENT:** At the time of approval of the Contract, a payment schedule will be agreed upon between HCMA and the Contractor. Complete payment will be tied to the successful completion of all work elements in the Contractor's Proposal to the HCMA's satisfaction.
14. **LIMITATIONS:** The Proposer must represent himself/herself solely by the written Proposal. All key Contractor personnel to be involved in the project will be expected to attend any oral presentations that are scheduled. It is anticipated that a Contract will be agreed to and approved by October 13, 2016.
15. **SUMMARY:** The Consultant will be responsible for completing at a minimum, the following tasks. **Please note clearly if modifications are proposed.**

- **Estimated Project Start:** November 2016
- **Final Report Due:** March 31, 2017

**Study Purpose:** To conduct a recreation survey assessment of the residents of Livingston, Macomb, Oakland, Washtenaw, and Wayne counties of Southeast Michigan. The information will be used to update the Five Year Community Recreation Plan for the Huron-Clinton Metropolitan Authority.

**Procedures:** Under this Proposal the Contractor will prepare for and conduct a quantity of public contacts that result in twenty four hundred (2400) completed random surveys that represents various geographic and socioeconomic characteristics of the HCMA. The surveys will be recorded and then transcribed, coded and entered into a computer for analysis and report generation.

**Products to be delivered:** Transcripts from surveys, code book and data file with coded data, thirty (30) bound copies and one (1) non-editable digital version (pdf) of the final report, and an oral presentation to the Board of Commissioners.

16. **CONTRACT PRICE:** The cost shall be detailed according to the work items contained in the Proposal including:
  - a. This is a LUMP SUM Contract. The amount submitted on the Proposal shall include all work necessary to complete the Contract for 2400 completed surveys.
  - b. Furthermore, HCMA may opt to authorize additional completed Surveys. The Proposal should include a Unit Price per 100 each additional surveys on the Proposal Form. Unit Prices should include (1) Preparation (2) Data Collection (3) Data Analysis, and (4) Documentation. It should be noted that the Contractor will be reimbursed at this unit price only for additional surveys that have been authorized, in writing, by HCMA.

**SERVICES AGREEMENT**  
BETWEEN  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
AND  
**[INSERT NAME OF CONTRACTOR]**  
AGREEMENT EXPIRATION DATE: \_\_\_\_\_

**EXHIBIT B**

Huron-Clinton Metropolitan Authority  
Insurance Rider

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

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

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Liquor Liability Insurance** for events where alcohol is served, coverage with limits of liability not less than \$4,000,000 per occurrence and aggregate.
5. **Professional Liability** for contracts where professional services are rendered, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this agreement.
6. **Limits of Liability** referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.
7. **Additional Insured:** Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.

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







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 702-16-282  
 Project Title: Bids – Spray Pad Repairs and Resurfacing  
 Project Type: Major Maintenance  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: August 31, 2016

Bids Opened: August 16, 2016 at 2:00 p.m.

### Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 702-16-282 to the low responsive, responsible bidder, Michigan Recreational Construction, Inc. in the amount of \$327,240; and (2) approve the transfer of \$327,240 from the Administrative Office Unallocated Capital Account to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is an unbudgeted project. While work would begin this year (2016) the work would continue and be completed next year (2017) before the facility opens. Funding is available in the Administrative Office Addition budgeted line item that will not be utilized this year and will be rebudgeted in 2017.

**Scope of Work:** The work includes the removal of the existing worn rubber surface, saw cutting through the concrete to repair the existing waterlines to five nonfunctioning water features, remove and replace three broken water cannons, repaint existing shade structures and water features, repair spalled concrete and the placement new a polyurethane safety surface.

**Background:** The existing spray pad facility was constructed in 2001. The safety surface was last replaced in two phases in 2008 and 2009. The previous resurfacing projects cost was \$44,840 and \$63,042 respectively.

At this time, the current surface is thin and delaminating from the concrete. Selective patching has been done over the last few years to address failed areas. Since the surfacing is in need of replacement, now is the best time to repair the existing nonfunctioning spray features. In order to repair the nonfunctioning spray features, it will be necessary to saw cut and remove select areas of concrete from the deck to access the waterlines in order to access the water lines supply and make the repairs.

The original and the subsequent replacement surfaces were poured in place Ethylene propylene diene monomer (EPDM) rubber that was held together with a binder and troweled into place. The new proposed surface material is made from aliphatic thermoplastic polyurethane and is UV stable, slip and chlorine resistant.

**Bids – Spray Pad Repairs and Resurfacing**  
**Page 2**

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<b><u>Contractor</u></b>	<b><u>City</u></b>	<b><u>Total</u></b>
Michigan Recreational Construction, Inc.	Brighton	\$327,240.00
Budget Amount for Contract Services and Administration		
Work Order Amount		
Contract Amount-Michigan Recreational Construction		\$327,240.00
Contract Administration		<u>\$ 3,000.00</u>
Total Proposed Work Order Amount		\$327,240.00

The following contractors obtained bidding documents but did not submit a proposal:  
Baruzzini Construction, Brighton

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

**Attachments:      Photos of Existing Spray Pad**

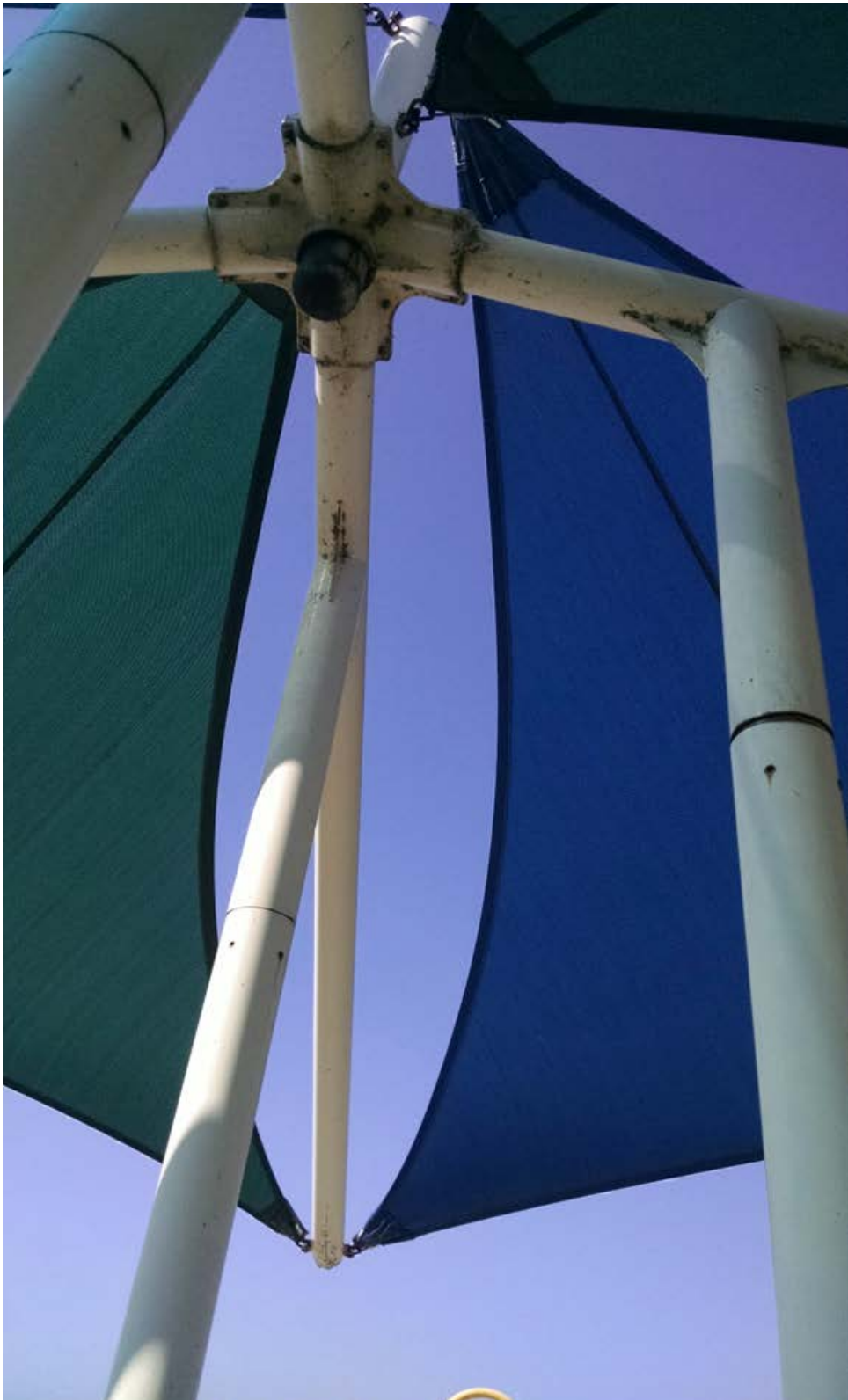
## Current Spray Pad Photos













**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – Stony Creek Boat Launch Site Design  
Date: August 31, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the Stony Creek Boat Launch site design concept presented by Anderson, Eckstein and Westrick, Inc. (AEW) as recommended by Manager of Planning Nina Kelly and staff.

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

**Background:** At the Jan. 14, 2016 meeting, the Board accepted the design services proposal submitted by AEW for the redevelopment of the Stony Creek Metropark boat launch area.

Another engineering firm (Johnson & Anderson, Inc.) is designing the replacement boat launch piers themselves, which will include an ADA-accessible canoe/kayak launch. The focus for AEW is the remaining site, including the parking lot, trail and building.

While the boat launch area and associated parking lot was originally designed primarily for boaters, it has become a popular gathering spot for park visitors engaging in many different activities, including running, walking, cycling on the adjacent hike-bike trail and attending special events next to the banquet tent. This change in use of the site in recent decades presents an opportunity for the Metroparks to expand services while also providing accessibility to a new facility as the existing 1,400 (approximately) square foot restroom/warming center building does not meet ADA standards.

It is anticipated that the usage of the boat launch area will continue to evolve and increase in the future. The goal of the proposed new building is to cater to park visitors year-round by offering more amenities than what currently exists on site. Features of the design include food service and retail, changing rooms/showers and expanded indoor and outdoor seating areas. On the site itself, the relocation of the hike-bike trail away from the parking lot curb cuts will increase safety by reducing the conflict between trail users and vehicles. Replacing the existing seawall with riprap shoreline will enhance the site's attractiveness.

During site construction, a new picnic shelter and supporting 20-car parking lot will also be added to the former boat storage area along the lakefront to the west of the boat launch piers.

*AEW will be at the Sept. 8, 2016 meeting and give the Board a presentation on this project.*

**Attachments: AEW Boat Launch Site Rendering**





# STONY CREEK METROPARK BOAT LANDING REDEVELOPMENT SITE AERIAL



Anderson, Eckstein and Westrick, Inc.  
Architects, Engineers and Surveyors  
HCMA, Stony Creek Boat Launch

8/22/16

PAGE 1 OF 4



# STONY CREEK METROPARK BOAT LANDING REDEVELOPMENT STONY CREEK LANDING RENDERING

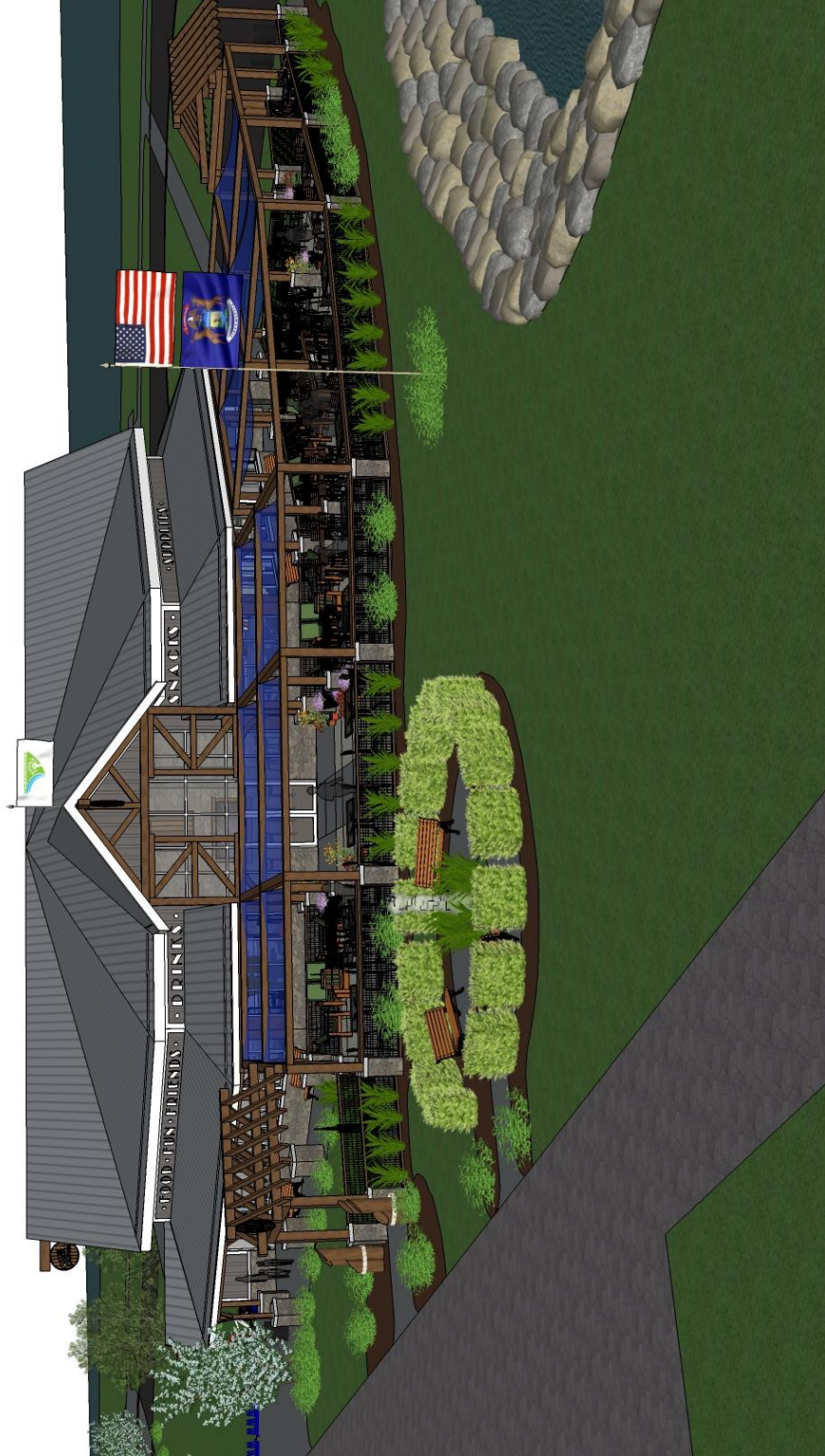


Anderson, Eckstein and Westrick, Inc.  
Architects, Engineers and Surveyors  
HCMA, Stony Creek Boat Launch

8/22/16

PAGE 2 OF 4





# STONY CREEK METROPARK BOAT LANDING REDEVELOPMENT STONY CREEK LANDING RENDERING



Anderson, Eckstein and Westrick, Inc.  
Architects, Engineers and Surveyors  
HCM/A, Stony Creek Boat Launch

8/22/16

PAGE 3 OF 4



# STONY CREEK METROPARK BOAT LANDING REDEVELOPMENT STONY CREEK LANDING RENDERING



Anderson, Eckstein and Westrick, Inc.  
Architects, Engineers and Surveyors  
HCMA, Stony Creek Boat Launch

8/22/16

PAGE 4 OF 4



## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Nina Kelly, Manager of Planning  
**Subject:** Approval – Border-to-Border Trail Site Access Authorization  
**Location:** Dexter-Huron Metropark, Washtenaw County  
**Date:** August 31, 2016

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

That the Board of Commissioners' authorize staff to grant site access to Washtenaw County Parks and Recreation Commission (WCPARC) during construction of the next segment of the Border-to-Border Trail (B2B) through Dexter-Huron Metropark as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** There is no immediate fiscal impact to the Metroparks. WCPARC is in the process of developing final engineering plans and seeking grant funding to construct extensions of the existing B2B Trail through Metroparks property in and around Dexter-Huron Metropark. HCMA will experience financial impact in the maintenance of new trail sections.

**Background:** A master plan for the southern section of the B2B Trail from Dexter to Ann Arbor was completed and adopted by WCPARC in March 2016. Metroparks staff was consulted in the planning of the trail alignment.

WCPARC has applied to the Michigan Natural Resource Trust Fund (MNRTF) and Transportation Alternatives Program (TAP) for funding to construct Phase 1 of this master plan, from where the B2B currently ends in Dexter-Huron Metropark to Zeeb Road. At its March 10, 2016 meeting, the Board approved a letter of support for these grant applications and a memorandum of understanding regarding long-term maintenance responsibilities.

Once finalized, the engineering plans and a permanent easement agreement will be presented to the Board for approval.

**Attachments:** Draft Site Access Authorization Letter  
 Route Overview Map  
 HCMA-WCPARC Memorandum of Understanding





August 31, 2016

Robert Tetens, Director  
Washtenaw County Parks & Recreation Commission  
P.O. Box 8645  
Ann Arbor, MI 48107

**Re: Authorization of Site Access for the Border-to-Border Trail Construction**

Dear Mr. Tetens,

Upon receipt of a completed permit application, the Huron-Clinton Metropolitan Authority (HCMA) agrees to grant temporary construction access to Washtenaw County Parks and Recreation Commission (WCPARC) for the Border-to-Border Trail (B2B) Segment D2, Phase 1, through Dexter-Huron Metropark, along Huron River Drive in Scio Township, MI (PIN: H -08-05-400-001 and H -08-09-200-002).

In addition, we agree to enter into a permanent easement agreement with WCPARC to allow the B2B to traverse our property. In accordance with our discussions, the terms of the Memorandum Of Understanding dated Feb. 19, 2016 still hold true, an intergovernmental maintenance agreement shall be drafted and executed upon final approval of the project, HCMA staff shall remain involved in the detailed design and engineering of the project and all disturbed areas shall be restored to a natural state.

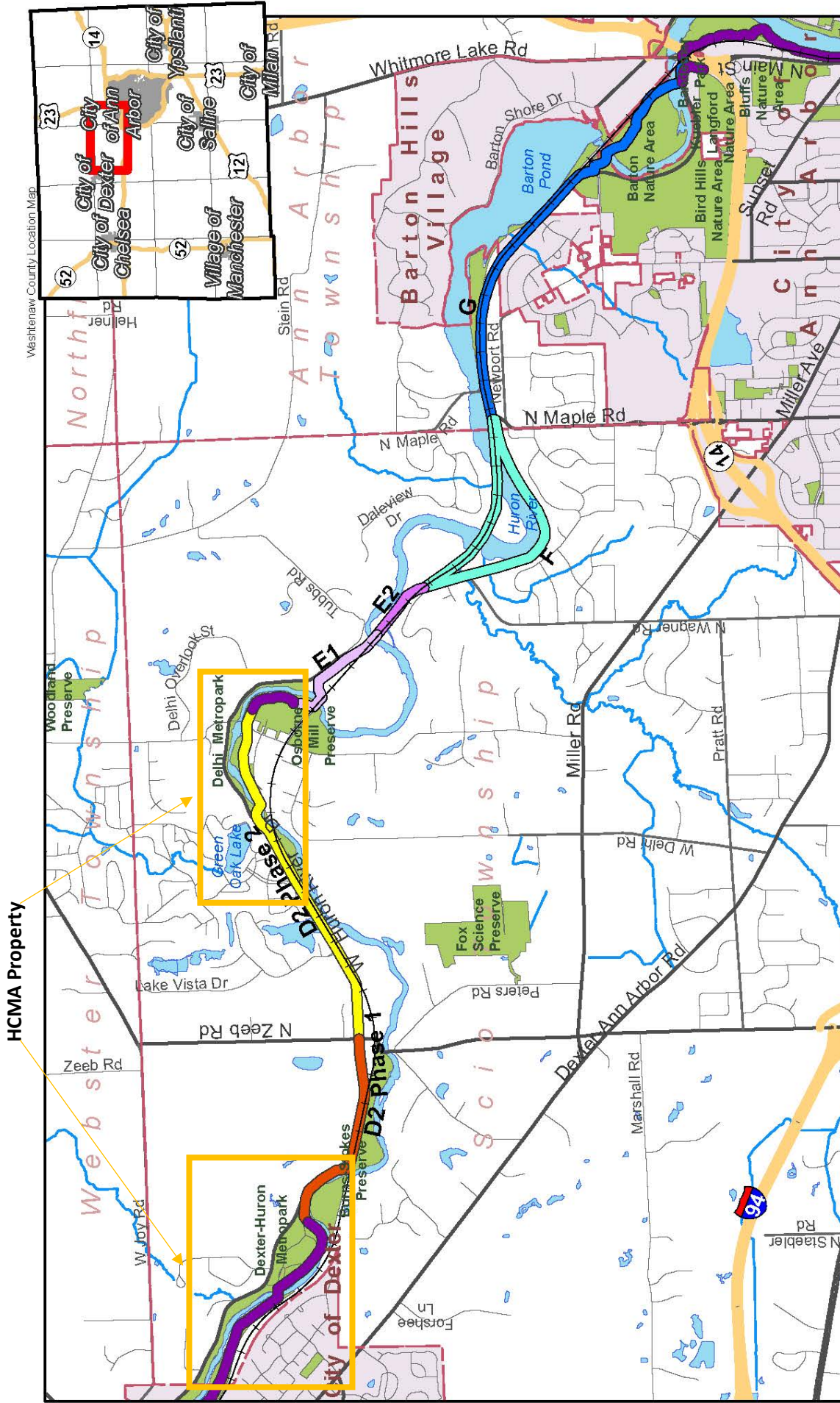
Both the temporary construction access permit and permanent trail easement's terms and precise location will be determined at a later date as the engineering plans and alignment are finalized. Prior to finalization, the final plans will be presented for approval by the HCMA Board of Commissioners. After the location and terms are mutually agreed upon, easement documents will be executed by both parties and recorded with the Washtenaw County Register of Deeds.

Please feel free to contact me with any questions.

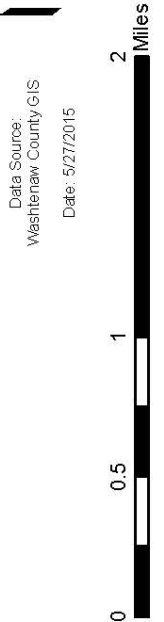
Sincerely,

George Phifer  
Director





# Border to Border Trail Alignment Study Route Overview



Data Source:  
Washtenaw County GIS  
Date: 5/27/2015





## ***Washtenaw County Parks and Recreation Commission***

February 19, 2016

George Phifer, Director  
Huron-Clinton Metropolitan Authority  
1300 High Ridge Drive  
Brighton, MI 48114

### **RE: Border-to-Border Trail (B2B) Trail Projects at Huron-Clinton Metroparks**

Dear Mr. Phifer,

This letter shall serve as the Washtenaw County Parks and Recreation Commission's (WCPARC) intent to enter into a Memorandum of Understanding (MOU) for the above referenced, to-be-constructed, trail segments at Huron-Clinton Metropark locations. Since the governor's office announced the designation of the B2B as a component of the state-wide Iron Belle Trail, the B2B has been elevated in priority and urgency by the Michigan Department of Natural Resources and other state funding sources. While neither WCPARC nor HCMA has the resources necessary to design, construct, and maintain the B2B trail system on their own, this MOU is written in anticipation of significant future funding being available for the Iron Belle designation. Per our discussion on Feb. 4, 2016, the following summarizes the general terms and conditions of a prospective agreement:

Planning/Design	HCMA will assist WCPARC in the planning and design phases for the B2B Trail segments on HCMA property, including assisting with the concept design, engineering, and assisting in the development of pertinent grant applications.
Construction	WCPARC will be responsible for securing funding for the construction of trail segments and construction administration. HCMA will provide assistance with planning and design services to support grant funding requests as appropriate.
Trail Maintenance	An intergovernmental maintenance agreement shall be drafted by April 1, 2016, and shall be executed at the time construction funding is obtained by Washtenaw County and in advance of any project activity. Per mile annual maintenance cost estimates were provided by HCMA to Washtenaw County Parks and Recreation staff on February 8, 2016, and range from \$5,447 for routine maintenance to \$16,235, which includes major maintenance and 30-year reconstruction costs. Routine maintenance may include: sweeping, mowing, snow removal, debris removal, tree trimming, and stewardship of natural areas along the trail. Major maintenance includes infrared repairs, crack-filling, and resurfacing, to be completed on a scheduled cycle within the 30-year lifespan of the trail as built. HCMA will work collaboratively with WCPARC and other partners to develop an appropriate strategy for carrying out maintenance on trail segments. Reimbursement shall be provided to HCMA according to the terms and conditions of the intergovernmental agreement.
Trail Reconstruction	HCMA will provide assistance WCPARC on planning and design issues related to long-term reconstruction of B2B trail segments, which includes trail resurfacing and the re-decking of boardwalks.

Washtenaw County Parks and Recreation Commission  
2230 Platt Road / P.O. Box 8645  
Ann Arbor, Michigan 48107-8645

Tel: (734) 971-6337  
Fax: (734) 971-6386  
parks.ewashtenaw.org

**Letter of Intent: Border-to-Border Trail Projects**  
**Page 2**

This letter serves as the expression of the undersigned's interest in continuing a partnership with HCMA to develop future Border-to-Border Trail segments under the general terms and conditions identified above and is non-binding on either party unless and until an Memorandum of Understanding and/or intergovernmental maintenance agreement pertaining to specific project segments is executed by both parties. Accordingly, if the above general terms and conditions are acceptable, please sign this letter in the space provided below.

Sincerely,

Washtenaw County Parks and Recreation Commission

By: Robert Tetens  
Its: Director 3/29/2016

**AGREED AND ACCEPTED:**

Huron-Clinton Metropolitan Authority

By: George R. Rifer  
Its: Director

Date: March 10, 2016





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 706-15-162R  
 Project Title: Bids – Park Maintenance Building Roof Improvements  
 Project Type: Major Maintenance  
 Location: Lower Huron Metropark, Wayne County  
 Date: August 31, 2016

Bids Opened: August 16, 2016 at 2:00 p.m.

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

That the Board of Commissioners' award Contract No. 706-15-162R to the low responsive, responsible bidder, Armstrong Enterprises in the amount of \$72,000 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is a 2016-budgeted project and is \$2,000 under budget.

**Scope of Work:** The project will include furnishing all labor, equipment and materials to complete the removal of the washbay roof and structure, installation of a new roof, wall panels, fascia and structure modifications and ventilation improvements.

**Background:** At the April 9, 2015 Board meeting, Anderson Eckstein & Westrick (AEW) was retained to provide engineering service to address the roof panel system replacement on the Lower Huron Maintenance building. AEW visually inspected the facility in 2012, 2013 and reviewed the original design drawings.

The building was constructed in 2004 and due to construction delays from the default of the contractor and subsequent completion through the bonding company; the existing roofing system was exposed to moisture intrusion, which may have caused the existing structural complications.

The deficiencies include sagging of the structural insulated panels (SIP), dry rot of the OSB panels, and sheet metal rusting. Based on the consultant's recommendations, the project includes the roof system replacement over the existing wash bay section of the building and not the entire roof structure.

The project would also address the removal of the SIP panels and provide replacement with insulated galvanized metal decking and the necessary structural framing. Ventilation improvements would also be addressed with the associated design.

## Bids – Park Maintenance Building Roof Improvements

### Page 2

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<u>Contractor</u>	<u>City</u>	<u>Total</u>
Armstrong Enterprises, Inc.	Pinckney	\$68,716.00
J. T. Maurer Building Company, Inc.	Plymouth	\$84,800.00

Budget Amount for Contract Services and Administration

Work Order Amount

Contract Amount-Armstrong Enterprises	\$68,716.00
Contract Administration	<u>\$ 3,000.00</u>
Total Proposed Work Order Amount	\$71,716.00

*\*Note this is the second bidding for this project; only one bid was previously received.*

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

**Attachment: Current Roof Photos**

## Current Condition of Park Maintenance Building Roof















## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca L. Franchock, Controller  
Project Title: Update – Plante Moran Cash Management Assessment Report  
Date: August 31, 2016

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

That the Board of Commissioners' receive and file the Internal Control Review report performed by Plante Moran as recommended by Controller Franchock and staff.

**Fiscal Impact:** This item is included in the 2016 General Fund Budget for \$25,000.

**Background:** In May 2016, the Board approved an internal control review to be performed by Plante Moran. The original scope of work had three phases (1) provide a risk level assessment of all cash collection points, documentation of current procedures and associated internal controls, identify risks and provide recommendations to management; (2) develop a rotational internal audit plan based on risk rating methodology developed; and (3) design an internal audit plan to be used by Metroparks staff on a going forward basis following the rotational plan developed.

In July 2016, the Board approved expanding the project to include formally establishing a single unified best-practice policy and procedure document to be implemented at all park locations for the financial reconciliation and reporting process. The project included visits to seven parks and 13 unique facilities throughout the Metroparks during the latter half of July and the first half of August.

The key objectives of the assessment included:

1. Identify risks and controls in the cash management process
2. Detect control gaps
3. Determine best practice recommendations
4. Flowchart the cash management processes
5. Develop a risk-ranked rotational internal audit plan and testing workbooks

The review resulted in three internal control gaps and 16 recommendations. In addition, Plante Moran created a detailed listing of internal controls with a notation of whether they were in place or whether a change to control design was recommended. Finally, facilities were ranked by risk to determine appropriate testing frequency.

Documentation to facilitate implementation of a strengthened internal control plan includes testing work papers, risk and control matrices and process flowcharts. The final piece provided by Plante Moran was a detailed desk procedure that can be uniformly implemented at all locations throughout the Metroparks to ensure that internal financial reporting of revenue is efficient, accurate and timely.

Next steps for the project will include:

1. Review of the report with operations staff
2. Receive input from operations staff
3. Management review and prioritization of needed changes
4. Development of standardized forms and/or form revisions
5. Training staff on new and/or revised recommended procedures and forms
6. Implementation of rotational internal audit plan

Staff anticipates the first five steps will be completed between now and first quarter of 2017 with the internal audit plan up and running by the second quarter in 2017.

**Attachment: Plante Moran Cash Management Asset Report**

## Huron-Clinton Metropolitan Authority Cash Management Assessment (DRAFT)

A higher return on experience

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August 26, 2016

Ms. Rebecca Franchock  
Controller  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, Michigan 48114

Dear Ms. Franchock,

We have performed procedures identified herein to assess the cash management processes of and develop an internal audit plan for the Huron-Clinton Metropolitan Authority ("HCMA").

This report contains the summary of our procedures, results of our assessment of internal controls over the cash management process, and the internal audit plan for HCMA.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on HCMA's internal control environment. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is solely for the information and use of the management and Board of Directors of HCMA, and is not intended for use by anyone other than these specified parties.

We would like to recognize and thank management and staff of HCMA for their cooperation and courtesy extended to us throughout this process.

Sincerely,

Plante Moran, PLLC





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## 1.0 Executive Summary

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## 1.1 Project Overview and Objectives

HCMA has elected to institute an internal audit function, to be conducted by the controller's office, which will enhance the overall coverage and by its nature, should provide better insight to potential issues, errors or fraud. As part of this initiative, HCMA engaged Plante Moran to assess the cash management processes across the Metroparks system and to develop a corresponding cash management internal audit plan for use by HCMA.

This engagement included visits to 7 parks with a total of 13 unique facilities evaluated on a sample basis. During the course of this assessment, Plante Moran identified 3 control gaps and 19 recommendations, and testing workbooks were created for the 13 unique facilities visited.

Key objectives of our assessment included the following:

1. Identify risks and controls in the cash management process
2. Detect control gaps
3. Determine best practice recommendations
4. Flowchart the cash management processes
5. Develop a risk-ranked rotational internal audit plan and testing workbooks

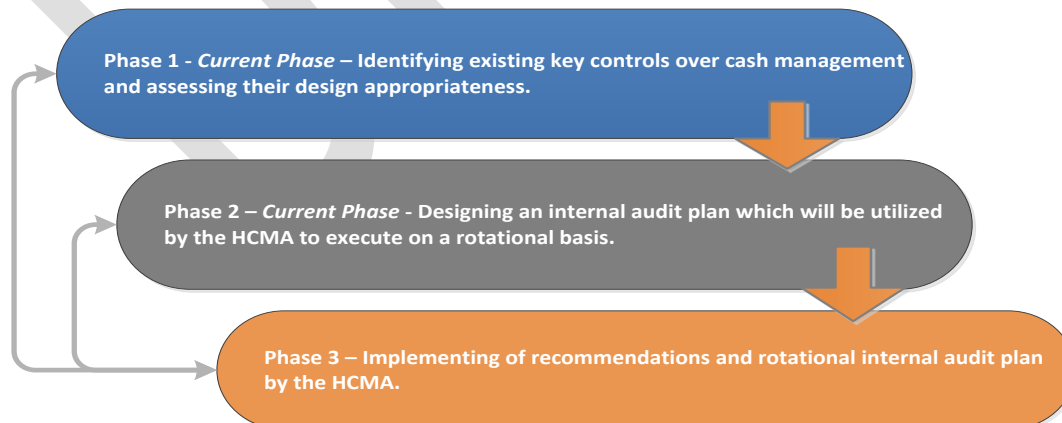
Below is an overview of the three distinct phases and projected timing involved in the assessment of internal controls for the cash management process at HCMA.

Plante Moran:

- Phase 1: Internal Control Assessed – *Current report*
- Phase 2: Internal Audit Plan Designed – *Current report*

HCMA:

- Phase 3: Internal Audit Plan to be Implemented – *Fall 2016*



## 1.2 Project Scope

Our scope included an assessment of the cash management policies within the following facilities throughout the Metroparks system. Our sample of facilities was based on the relative size of a given facility, discussions with HCMA management, and/or changes in the processes of these facilities. Our assessment was limited to HCMA's cash management procedures; processes beyond cash management were not in scope, although our recommendations included some aspects of procedures beyond cash management that came to our attention during the engagement.



## 2.0 Detailed Results

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## 2.1 Summary of Internal Control Gaps

#	Area	Control ID	Control Description	Description of Exception	Recommended Solution	Management Response
1	Camping	CAMP.03	Each POS user is assigned an individual login and unique password.	Currently, not every Dispatcher is assigned his/her own individual log in and unique password.	To reduce the risk that unauthorized transactions are made, we recommend that each employee be assigned his/her own individual log in and unique password.	
2	Operations	OPS.11	Access to modify the Revenue Report Spreadsheet is restricted to appropriate personnel.	Currently, the ability to modify the Revenue Report Spreadsheet is not restricted.	To reduce the potential for revenue reporting errors, the ability to modify the Revenue Report Spreadsheet should be restricted to appropriate personnel via password protection and the locking of formulas within the spreadsheet.	
3	Wolcott Mill	WC.01	The farm center safe is restricted to appropriate personnel.	Safe is housed in a room whose door is always left open and is readily accessible to anyone who enters the public area of the park office. There is no restriction of access.	To reduce the risk of unauthorized access to the safe, the safe should be moved into the locked operations area - either the receptionist's office or the operations manager's office.	

## 2.2 Summary of Recommendations

#	Area	Control ID	Control Description	Description of Recommendation
1	Golf	GC.02	Each POS user is assigned an individual login and unique password.	As a best practice when logging transactions into the POS, the Golf Course Beverage Cart Attendant should always be logged in under his/her own username and password.
2	Marina	MAR.02	Only authorized personnel are allowed to override Camis transactions.	The ability to process overrides within the Camis system should be restricted within Camis to managers and supervisors.
3	Operations	OPS.05	Cash is independently counted by two operations personnel prior to the deposit bag being sealed.	All parks should have a second independent count of the cash deposit prior to the deposit being taken to the bank. Furthermore, signature evidence of both the first and second cash counts should be retained.
4	Operations	OPS.06	The Park Operations Supervisor and/or Park Operations Manager reconciles the Revenue Collection Analysis by Category to the Revenue Report and Receipt Box Record to ensure completeness and accuracy.	As a best practice, this review should be formalized via signature.
5	Tolling	N/A	N/A	Tolling Daily Receipt Report should include the name of the individual(s) operating the toll booth, including those who acted as relief tolling attendants.
6	Turtle Cove	TC.04	Only a Manager is authorized to process Group Sales transactions [youth organization outings, birthday parties, etc.].	The ability to process group sales transactions should be restricted within the POS system to appropriate personnel.
7	Turtle Cove	TC.05	On a daily basis the Closing Manager reconciles the POS Sales Report to the Turtle Cove Register Partial Form and signs off as evidence of performing the reconciliation.	Turtle Cove Register Partial Form should be updated to include the time of pickup and the pickup number.
8	Turtle Cove	TC.06	On a daily basis the Closing Manager reconciles the POS Sales Report to the Cash Pick Up Sheets.	As a best practice, the review process of the POS Sales Report to the Cash Pick Up Sheets should be formalized via signature evidence of review.
9	Operations	OPS.10	On a bi-weekly basis, Operations downloads the credit card transaction summary report from Abtek and performs a reconciliation of the Abtek summary report to the credit sales which have been recorded within the Revenue Report. The Operations Manager or Supervisor will review the reconciliation and sign or initial as evidence of review.	As a best practice, Operations should reconcile credit card receipts per the Revenue Report to the reports from Abtek on a bi-weekly basis.
10	Organization-Wide	N/A	N/A	The verification of the opening change fund at each facility should be formally documented via signature.
11	Organization-Wide	N/A	N/A	As a best practice, only one individual should be working out of a single cash register or point of sale unit at a time, rather than allowing multiple users simultaneous access to a single unit.

#	Area	Control ID	Control Description	Description of Recommendation
12	Organization-Wide	N/A	N/A	If it is not practical at certain facilities to have a one to one ratio of cash registers to register operators, we recommend the following: each individual who operated the register/point of sale unit during a given shift should be listed on the end of day paperwork that is being reconciled by Operations.
13	Organization-Wide	N/A	N/A	All cash should be counted in a private room which is out of sight of the public. As a best practice, this room should be locked.
14	Organization-Wide	N/A	N/A	At the end of each shift where an individual is operating a cash box, cash register, or POS, the cash box or cash drawer should be closed out and a new drawer should be set up and used for the new attendant.
15	Organization-Wide	N/A	N/A	As a best practice, safe combinations should be changed on an annual basis.
16	Organization-Wide	N/A	N/A	Password changes should be required on a systematic basis within the POS system, New World Systems, and any other applicable IT systems.
17	Organization-Wide	N/A	N/A	IT should perform a user access review for the POS system and New World Systems on an annual basis.
18	Organization-Wide	N/A	N/A	Evidence of performance of counts, reviews, and reconciliations should be formalized via signature.
19	Organization-Wide	N/A	N/A	Forms used at the parks should be standardized for each facility/purpose across the park system, formalized to include evidence of signatures, and implemented at all applicable Metroparks.

## 2.3 Listing of Internal Controls

	Legend
Yes	Key control effectively designed
Rec	Recommended change to control design
No	Gap(s) in key control noted.

Key Control ID	Control Description	Control Type		Frequency	Control in Place?
		Preventive/ Detective	Manual vs. IT Dependent		
	Boat Rental				
BOAT.01	On a daily basis, the Boat Rental Attendant verifies the beginning change fund.	Detective	Manual	Daily	Rec
BOAT.02	Each individual renting a boat must fill out a Boat Rental Agreement Form in order to rent a boat	Preventive	Manual	Continuous	Yes
BOAT.03	On a daily basis Operations reconciles Expected Revenue Per Receipts to Actual Cash Collected on the Boat Rental Facility Report.	Detective	Manual	Daily	Yes
	Camping				
CAMP.01	On a daily basis, dispatch verifies the beginning change fund in cash bag.	Detective	Manual	Daily	Rec
CAMP.02	Only the Senior Dispatcher is authorized to issue refunds for campsite reservations.	Preventive	Manual	As Needed	Yes
CAMP.03	Each POS user is assigned an individual login and unique password.	Preventive	IT Dependent	IT/Automated	No
	Farm Center				
FARM.01	The farm center safe is restricted to appropriate personnel.	Preventive	Manual	Continuous	Yes
FARM.02	On a daily basis, the Farm Center Attendant verifies the beginning change fund.	Detective	Manual	Daily	Rec
FARM.03	On a daily basis, Operations reconciles expected revenue per the cash register tapes to actual cash receipts on the Farm Center Receipt Sheet.	Detective	Manual	Daily	Yes
	Farm Center Grille				
FG.01	On a daily basis, the Farm Center Grille attendant verifies the beginning change fund.	Detective	Manual	Daily	Rec
FG.02	On a daily basis, Operations reconciles expected revenue per the cash register tapes to actual cash receipts on the Farm Grille Food Service Daily Receipt Form.	Detective	Manual	Daily	Yes
	Golf Course				
GC.01	On a daily basis, the Golf Course Attendants verify the beginning change fund and the number of tolling permits.	Detective	Manual	Daily	Rec
GC.02	Each POS user is assigned an individual login and unique password.	Preventive	IT Dependent	IT/Automated	Rec
GC.03	The ability to change golf rates is restricted to the IT Department.	Preventive	IT Dependent	IT/Automated	Yes
GC.04	The golf course safe is restricted to appropriate personnel	Preventive	Manual	Continuous	Yes
GC.05	Only the Golf Services Manager and Assistant Managers have authority to initiate transactions using the imprest fund	Preventive	Manual	As Needed	Yes

Key Control ID	Control Description	Preventive/Detective	Manual vs. IT Dependent	Frequency	Control in Place?
GC.06	When the Operations Manager delivers cash reimbursements to the imprest fund, he/she will perform an independent count of cash on hand in the imprest fund. This count will be logged on the Imprest Fund Record, and the Operations Manager will sign as evidence of performing the independent count.	Detective	Manual	As Needed	Yes
GC.07	The change fund is verified every morning and evening by the opener/closer. Verifications are recorded on the Golf Course Change Fund Form.	Detective	Manual	Daily	Yes
GC.08	On a daily basis, Operations reconciles expected revenue per the POS Sales Summary Reports to actual receipts per the Daily Golf Worksheet.	Detective	Manual	Daily	Yes
<b>Marina</b>					
MAR.01	On a daily basis, the Marina Attendant verifies the contents of the cash bag prior to starting his/her shift. This verification is documented on the Verification Sheet.	Detective	Manual	Daily	Yes
MAR.02	Only authorized personnel are allowed to override Camis transactions.	Preventive	Manual	As Needed	Rec
MAR.03	All boats in marina must display dockage slip at all times	Preventive	Manual	Continuous	Yes
MAR.04	On a daily basis, Operations reconciles cash receipts to the Shift Summary Report on the Marina Receipts form.	Detective	Manual	Daily	Yes
MAR.05	Each Camis user is assigned an individual login and unique password	Preventive	IT Dependent	IT/Automated	Yes
<b>Nature Center</b>					
NC.01	The nature center safe is restricted to appropriate personnel.	Preventive	Manual	Continuous	Yes
NC.02	On a daily basis, the nature center attendant verifies the beginning change fund.	Detective	Manual	Daily	Rec
NC.03	On a daily basis, Operations reconciles expected revenue per the cash register tapes to actual cash collected using the Nature Center Receipt Sheet.	Detective	Manual	Daily	Yes
<b>Operations</b>					
OPS.01	Movement of Cash in and out of the Main Change Fund is tracked on the Change Fund Record form.	Preventive	Manual	Continuous	Yes
OPS.02	Partial cash pickups are counted by the Operations staff and verified to the partial pick-up sheet (if applicable) provided by the facility.	Detective	Manual	As Needed	Yes
OPS.03	Cash is transported in locked bags when being picked up at the end of the day and when deposited at the bank.	Preventive	Manual	Continuous	Yes
OPS.04	On a daily basis, the operations clerk reconciles actual cash receipts to expected revenue on the revenue report spreadsheet.	Detective	Manual	Daily	Yes
OPS.05	Cash is independently counted by two operations personnel prior to the deposit bag being sealed and taken to the bank.	Preventive	Manual	Daily	Rec
OPS.06	To ensure completeness and accuracy, The Park Operations Supervisor and/or Park Operations Manager reconciles the Revenue Collection Analysis by Category to the Revenue Report and Receipt Box Record.	Detective	Manual	Daily	Rec
OPS.07	The Park Operations Supervisor and/or Park Operations Manager reviews the Revenue Collection Batch prior to posting in the General Ledger in New World Systems.	Detective	Manual	Daily	Yes

Key Control ID	Control Description	Preventive/Detective	Manual vs. IT Dependent	Frequency	Control in Place?
OPS.08	The Revenue Collection Batch must be approved by accounting in the administrative office in order to be posted in the General Ledger.	Preventive	Manual	As Needed	Yes
OPS.09	An Operations team member reconciles the cash on hand in the Main Change Fund to the recorded balance of the Change Fund per the Change Fund Record Form. This reconciliation is recorded on the Change Fund Record Form	Detective	Manual	As Needed	Yes
OPS.10	On a bi-weekly basis, Operations downloads the credit card transaction summary report from Abtek and performs a reconciliation of the Abtek summary report to the credit sales per receipts which has been tracked within the Revenue Report. The Operations Manager or Supervisor will review the reconciliation and sign as evidence of review.	Detective	Manual	Bi-Weekly	Rec
OPS.11	Access to safes is restricted to appropriate personnel.	Preventive	Manual	Continuous	Yes
OPS.12	Access to modify the Revenue Report Spreadsheet is restricted to appropriate personnel.	Preventive	IT Dependent	IT/Automated	No
<b>Picnic/Room Rental</b>					
RR.01	On a daily basis, the opening attendant verifies the beginning change fund.	Detective	Manual	Daily	Yes
RR.02	On a daily basis, Operations reconciles expected revenue per the POS Sales Summary Reports to actual cash receipts.	Detective	Manual	Daily	Yes
RR.03	Access to safe is restricted to authorized personnel.	Preventive	Manual	Continuous	Yes
RR.04	For every reservation that is made, the reserving patron must fill out a Reservation Agreement Form.	Preventive	Manual	Daily	Yes
<b>Tolling</b>					
TL.01	On an annual basis, the operations staff performs a count of newly received permits to ensure they are in sequential order.	Preventive	Manual	Annual	Yes
TL.02	Permits are maintained in sealed boxes or a locked cabinet/room in the operations office.	Preventive	Manual	Continuous	Yes
TL.03	On an annual basis, Lower Huron uses Excel to randomly determine what permit colors are to be used for each day in the upcoming year.	Preventive	Manual	Annual	Yes
TL.04	Tolling cash drawers/bags that have been set up in advance are by Operations personnel are stored in the main safe.	Preventive	Manual	Daily	Yes
TL.05	On a daily basis the tollbooth attendant verifies the change fund and permits prior to opening the toll booth at the beginning of the tolling shift.	Detective	Manual	Daily	Yes
TL.06	To reduce the risk of duplicate permits being used, all daily permits are date stamped upon sale to park visitor.	Preventive	Manual	As Needed	Yes
TL.07	At the end of the shift, the tolling cash box is secured in a safe.	Preventive	Manual	As Needed	Yes
TL.08	On a daily basis, the operations clerk prepares the Tolling Daily Receipt Report in order to reconcile number of permits sold to actual cash receipts.	Detective	Manual	Daily	Yes
TL.09	All voided permits are retained in the Void Binder.	Preventive	Manual	Continuous	Yes
<b>Turtle Cove</b>					
TC.01	On a daily basis, the opening manager verifies the beginning change fund.	Detective	Manual	Daily	Rec

Key Control ID	Control Description	Preventive/Detective	Manual vs. IT Dependent	Frequency	Control in Place?
TC.02	Patrons must show their ticket or wristband to the gate attendant to verify authorization to enter the water park facility.	Preventive	Manual	Continuous	Yes
TC.03	Each POS user is assigned an individual login and unique password.	Preventive	IT Dependent	IT/Automated	Yes
TC.04	Only a Manager is authorized to process Group Sales transactions.	Preventive	Manual	As Needed	Rec
TC.05	On a daily basis the Closing Manager reconciles the POS Sales Report to the Turtle Cove Register Partial Form and signs off as evidence of performing the reconciliation.	Detective	Manual	As Needed	Rec
TC.06	On a daily basis the Closing Manager reconciles the POS Sales Report to the Turtle Cove Register Partial Form.	Detective	Manual	Daily	Rec
TC.07	The Turtle Cove manager signs the receiving document as evidence of review of the food inventory receipt. The Park Operations Supervisor then reviews the receiving document to verify that the Turtle Cove manager signed it.	Preventive	Manual	As Needed	Yes
<b>Waterpark</b>					
WA.01	On a daily basis, the Waterpark opening manager verifies the beginning change funds for the Waterpark and for its cash registers.	Detective	Manual	Daily	Yes
WA.02	Groups entering the waterpark must register in advance and must be checked in upon arrival at the facility using a group check-in sheet.	Preventive	Manual	As Needed	Yes
WA.03	Facility Manager counts partial pick-ups and records results on the partial pick-up form.	Preventive	Manual	As Needed	Yes
WA.04	On a daily basis Operations reconciles the register reads, cash received, and wristbands distributed on the Pool Wristband Reconciliation Sheet	Detective	Manual	Daily	Yes
WA.05	Waterpark safe is restricted to authorized personnel.	Preventive	Manual	Continuous	Yes
WA.06	All voided wristbands are retained by Operations.	Preventive	Manual	Continuous	Yes
<b>Wolcott Farm Center</b>					
WC.01	The farm center safe is restricted to appropriate personnel.	Detective	Manual	Daily	No
WC.02	On a daily basis, the farm center attendant verifies the beginning change fund.	Preventive	Manual	Continuous	Rec
WC.03	On a daily basis, Operations reconciles expected revenue per the cash register tapes to actual cash receipts on the Farm Center Receipt Sheet.	Detective	Manual	Daily	Yes



## 2.4 Risk Ranking of Facilities

Legend	
Risk Level	Testing Amount
High	Yearly
Medium	Every Other Year
Low	Every Three Years

Risk Ranking of Facilities and Testing Frequency			
Park	Location	Testing Frequency	Risk Level
Hudson Mills	Golf Course - Golf	Yearly	High
Hudson Mills	Park Office	Yearly	High
Hudson Mills	Toll Booths	Yearly	High
Huron Meadows	Golf Course - Golf/Ski	Yearly	High
Indian Springs	Golf Course-Golf	Yearly	High
Indian Springs	Toll Booth	Yearly	High
Kensington	3 Toll Booth locations	Yearly	High
Kensington	Boat Rental	Yearly	High
Kensington	Golf Course - Golf	Yearly	High
Kensington	Park office	Yearly	High
Kensington	Splash & Blast	Yearly	High
Lake Erie	Front Office / Toll Booth	Yearly	High
Lake Erie	Golf Course	Yearly	High
Lake Erie	Marina	Yearly	High
Lake Erie	Pool	Yearly	High
Lake St Clair	Pool	Yearly	High
Lake St Clair	Tolls	Yearly	High
Lower Huron	4 Toll Booth Locations	Yearly	High
Lower Huron	Turtle Cove/Ticket room	Yearly	High
Stony Creek	Boat Rental	Yearly	High
Stony Creek	Eastwood Beach	Yearly	High
Stony Creek	Regulation Golf	Yearly	High
Stony Creek	Tolls	Yearly	High
Willow	Golf Course	Yearly	High
Willow	Toll Booth #7 and #8	Yearly	High
Wolcott Mill	Regulation Golf	Yearly	High
Hudson Mills	Golf Course - Food	Every Other Year	Medium
Huron Meadows	Golf Course - Food	Every Other Year	Medium
Huron Meadows	Tolling Attendant	Every Other Year	Medium
Indian Springs	EDC	Every Other Year	Medium
Indian Springs	Golf Course-Food	Every Other Year	Medium

Risk Ranking of Facilities and Testing Frequency			
Park	Location	Testing Frequency	Risk Level
Indian Springs	Park Office	Every Other Year	Medium
Kensington	Disc golf	Every Other Year	Medium
Kensington	Farm center	Every Other Year	Medium
Kensington	Golf Course - Food	Every Other Year	Medium
Lake St Clair	Front Desk	Every Other Year	Medium
Lower Huron	Park Office	Every Other Year	Medium
Lower Huron	Turtle Cove/Foodservice	Every Other Year	Medium
Oakwoods	Nature Center	Every Other Year	Medium
Stony Creek	Front Desk	Every Other Year	Medium
Administrative Office	Front Desk	Every Three Years	Low
Hudson Mills	AC Food Bar	Every Three Years	Low
Hudson Mills	Police Toll Bag	Every Three Years	Low
Hudson Mills	PSA Toll Bag	Every Three Years	Low
Hudson Mills	Rip Slide	Every Three Years	Low
Huron Meadows	PSA Toll Bag	Every Three Years	Low
Indian Springs	Police Toll Bag	Every Three Years	Low
Kensington	Farm Grille	Every Three Years	Low
Kensington	Golf Course - Golf/Ski	Every Three Years	Low
Kensington	Nature center	Every Three Years	Low
Lake Erie	Food Bar	Every Three Years	Low
Lake Erie	Museum	Every Three Years	Low
Lake Erie	Police Toll Bag	Every Three Years	Low
Lake St Clair	Beach Shop	Every Three Years	Low
Lake St Clair	Marinas	Every Three Years	Low
Lake St Clair	Mini Golf	Every Three Years	Low
Lake St Clair	Nature Center	Every Three Years	Low
Lake St Clair	Par 3/Foot Golf	Every Three Years	Low
Lake St Clair	Train	Every Three Years	Low
Lower Huron	Par-3 /FootGolf	Every Three Years	Low
Lower Huron	Police Toll Bag	Every Three Years	Low
Oakwoods	Toll Booth #9	Every Three Years	Low
Stony Creek	Baypoint Beach	Every Three Years	Low
Stony Creek	Campground Wood	Every Three Years	Low
Stony Creek	Disc Golf	Every Three Years	Low
Stony Creek	Nature Center	Every Three Years	Low
Willow	Food Bar	Every Three Years	Low
Willow	Pool	Every Three Years	Low
Willow	Washago Pond	Every Three Years	Low

## 2.5 Additional Deliverables

Along with the deliverables included in this report, there are five additional deliverables which will be provided to the Huron-Clinton Metropolitan Authority apart from this report. These five additional deliverables are as follows:

1. Risk Ranking of Facilities (in Excel format)
2. Desk Procedures for Financial Reporting within Operations
3. Testing Workpapers
4. Risk and Control Matrices
5. Process Flowcharts

These deliverables will be provided to HCMA electronically. The Risk Ranking will be a single discrete file, as will the Desk Procedures. The other deliverables listed above will be packaged together by facility type in Excel files – one Excel file for each facility assessed during the course of the engagement.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Employment Contracts – Natural Resources and Senior Buyer  
Date: August 31, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' (1) approve the employment agreements with Paul Muelle and Maria van Rooijen to serve as consultants listed in the terms and conditions of each agreement and; (2) approve the transfer from the Fund Balance to cover the salaries for each contract as recommended by Director George Phifer.

**Fiscal Impact:** Funds will be needed to cover the cost of contractual services for these two positions in an amount up to \$50,000.

**Background:** After 30 years of service, both Paul Muelle, and Maria van Rooijen has made the decision to retire. In order to ensure that certain projects and park operations continue to flow as planned, staff recommends that HCMA seek out contractual services with both of these employees. They will assist the new employees with transitioning into their new role, along with providing support for the completion of existing projects.

Mr. Muelle will be compensated at \$32 per hour, with a contract maximum expenditure of \$25,000.

Ms. van Rooijen will be compensated at \$25 per hour, with a contract maximum expenditure of \$ 25,000.

General Counsel Steve Mann of Miller Canfield has reviewed both contracts and a copy of the proposed employment agreements is attached for review.

**Attachments:** Paul Muelle Employment Agreement  
Maria van Rooijen Employment Agreement



## EMPLOYMENT AGREEMENT

---

**THIS AGREEMENT** dated this \_\_\_\_\_ day of September 2016, by and between the Huron-Clinton Metropolitan Authority, a public body corporate of the State of Michigan having offices at 13000 High Ridge Drive, Brighton, MI 48114, hereinafter referred to as "Authority" and Paul Muelle hereinafter referred to as "Employee."

**WHEREAS**, the Authority desires to employ Employee and Employee desires to be employed by the Authority upon the terms and subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

**1. Employment Duties.**

The Authority agrees to employ Employee as Natural Resource consultant to assist in the transition to a new Manager of Natural Resources and Regulatory Compliance, with the completion of projects as identified by the Director. Employee is employed with the working duties as described below and any other duties and responsibilities as may be determined and assigned to the Employee by the Director of the Authority. Employee shall confer with the Manager of Natural Resources and Regulatory Compliance on completion of projects including the following:

- Lake St. Clair Parking Lot Redevelopment
- Marsh Restoration Grants
- Other pending projects that were initiated prior to August 5, 2016

**2. Duration of Contract and Termination.**

This Agreement shall commence on August 11, 2016 and shall continue to and including March 31, 2017, unless earlier terminated by either the Authority or the Employee pursuant to this Section or the annual maximum contract limit of \$25,000 has been reached as per Paragraph 3. This Agreement and Employee's employment with the Authority may be terminated at any time by either party with or without cause, and for any or no reason, and shall be regarded as an "employment at will." The Authority and Employee shall give thirty (30) days advance written notice of termination. This Agreement may be extended by mutual written agreement signed by both the Employee and the Director of the Authority. The Employee shall have no expectation that this Agreement or Employee's employment will be renewed or extended without such mutual written extension.

**3. Compensation**

The Authority shall compensate Employee at the rate of \$32 per hour for each hour worked up to a contract maximum expenditure of \$35,000. Employee shall be paid in bi-weekly installments through the Authority's normal payroll practices. Employee shall be considered exempt and shall not be eligible for overtime for any hours worked over 40 hours per week.

**4. Hours of Work.**

Specific hours of work shall be determined in consultation with the Manager of Natural Resources and Compliance based on project requirements.

**5. Benefits.**

Employee agrees that he shall not receive and is not eligible or entitled to receive or participate in those benefits made available to the Authority's other employees, including, but not limited to, group term life insurance; disability insurance; medical, dental, vision and prescription insurance; medical expense reimbursement plans; flexible benefit plans, pension or retirement plans and any other reasonable and customary fringe benefits which may from time-to-time be made available by the Authority. Nothing in this Agreement shall be construed to deprive Employee of any benefits or leave provided by Federal or State statute.

**6. Vacations, Personal Leave, Sick Leave and Holidays.**

Employee agrees that he shall not receive and is not eligible or entitled to receive any paid vacation leave, paid personal leave, paid sick leave or paid holidays.

**7. Expenses.**

The Authority shall reimburse Employee for cell phone and travel expenses Employee incurs in connection with Authority related business activities. Reimbursement shall be made in accordance with the Authority's Cell Phone Policy and Travel Reimbursement Policy applicable generally to other Authority employees.

**8. Confidential Information.**

Employee agrees to treat the following types of information as confidential trade secret property of the Authority: development and design specifications, forecasts, computer programs, employee benefits and personnel information and any other documents or information which the Authority designates from time-to-time as confidential information which relates to the activities of the Authority and which is not generally available to third persons.

**9. Confidentiality.**

During and after the term of Employee's services, Employee agrees to keep and maintain confidentiality of all trade secret and confidential information described in Paragraphs 8 and 10 of this Agreement, and other documents and property of Authority and shall make no use of any trade secret information, confidential information, documents or property of the Authority except in the performance of the Employee's services rendered on behalf of Authority.

**10. Intellectual Property.**

All rights, title and interest in and to any copy rights, patents, trade secrets, trademarks, service marks, discoveries, inventions (whether patented or not), developments or other intellectual property rights recognized by the laws of any country or state (the "Intellectual Property") in any works created individually or jointly by Employee (the "Works") shall vest



exclusively in the Authority. To the extent that, by operation of law, Employee owns any Intellectual Property rights in the Works, Employee hereby irrevocably assigns and transfers to the Authority all rights, title and interest in and to such Works. Employee agrees to execute all documents and perform all acts that the Authority may reasonably request in order to assist the Authority in perfecting its rights to the Works.

**11. Entire Agreement.**

This Agreement constitutes the entire agreement of the parties regarding the terms and conditions of Employee's employment with the Authority and supersedes any and all prior written or oral communications, representations, promises, commitments or understandings regarding Employee's employment. This Agreement may be changed or amended only by an agreement in writing signed by the Employee and by the Chairman and Secretary of the Authority.

**12. Indemnification.**

The Authority agrees, to the extent possible by law, to indemnify and hold harmless Employee from any and all claims that may result from professional work performed by the Employee on behalf of the Authority and to cover Employee through the Authority's liability insurance coverage.

**13. Severability.**

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained herein.

**14. Choice of Law and Severability.**

The terms of this Agreement are contractual and not a mere recital. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the date and year written above in the first paragraph of this agreement.

**Employee**

**Huron-Clinton Metropolitan Authority**

\_\_\_\_\_  
Paul Muelle

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EMPLOYMENT AGREEMENT

---

**THIS AGREEMENT** dated this \_\_\_\_\_ day of September 2016, by and between the Huron-Clinton Metropolitan Authority, a public body corporate of the State of Michigan having offices at 13000 High Ridge Drive, Brighton, MI 48114, hereinafter referred to as "Authority" and Maria van Roojen hereinafter referred to as "Employee."

**WHEREAS**, the Authority desires to employ Employee and Employee desires to be employed by the Authority upon the terms and subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

**1. Employment Duties.**

The Authority agrees to employ Employee as Purchasing consultant to assist in the transition to a new Senior Buyer, with the completion of projects as identified by the Director. Employee is employed with the working duties as described below and any other duties and responsibilities as may be determined and assigned to the Employee by the Director of the Authority. Employee shall confer with the Director on completion of projects in process including the following:

- Updating liquor licenses
- Renewal of various Metroparks contracts
- Capital Equipment selection and purchases
- P-Card transactions
- Purchase Administrative Office supplies and equipment
- Other assignments as identified by the Director

**2. Duration of Contract & Termination.**

This Agreement shall commence on October 20, 2016 and shall continue to and including May 31, 2017, unless earlier terminated by either the Authority or the Employee pursuant to this Section or the annual maximum contract limit of \$25,000 has been reached as per Paragraph 3. This Agreement and Employee's employment with the Authority may be terminated at any time by either party with or without cause, and for any or no reason, and shall be regarded as an "employment at will." The Authority and Employee shall give thirty (30) days advance written notice of termination. This Agreement may be extended by mutual written agreement signed by both the Employee and the Director of the Authority. The Employee shall have no expectation that this Agreement or Employee's employment will be renewed or extended without such mutual written extension.

**3. Compensation**

The Authority shall compensate Employee at the rate of \$25 per hour for each hour worked up to a contract maximum expenditure of \$45,000. Employee shall be paid in bi-weekly installments through the Authority's normal payroll practices. Employee shall be considered exempt and shall not be eligible for overtime for any hours worked over 40 hours per week.

**4. Hours of Work.**

Specific hours of work shall be determined in consultation with the Senior Buyer based on project requirements.

**5. Benefits.**

Employee agrees that he shall not receive and is not eligible or entitled to receive or participate in those benefits made available to the Authority's other employees, including, but not limited to, group term life insurance; disability insurance; medical, dental, vision and prescription insurance; medical expense reimbursement plans; flexible benefit plans, pension or retirement plans and any other reasonable and customary fringe benefits which may from time-to-time be made available by the Authority. Nothing in this Agreement shall be construed to deprive Employee of any benefits or leave provided by Federal or State statute.

**6. Vacations, Personal Leave, Sick Leave and Holidays.**

Employee agrees that he shall not receive and is not eligible or entitled to receive any paid vacation leave, paid personal leave, paid sick leave or paid holidays.

**7. Expenses.**

The Authority shall reimburse Employee for cell phone and travel expenses Employee incurs in connection with Authority related business activities. Reimbursement shall be made in accordance with the Authority's Cell Phone Policy and Travel Reimbursement Policy applicable generally to other Authority employees.

**8. Confidential Information.**

Employee agrees to treat the following types of information as confidential trade secret property of the Authority: development and design specifications, forecasts, computer programs, employee benefits and personnel information and any other documents or information which the Authority designates from time-to-time as confidential information which relates to the activities of the Authority and which is not generally available to third persons.

**9. Confidentiality.**

During and after the term of Employee's services, Employee agrees to keep and maintain confidentiality of all trade secret and confidential information described in Paragraphs 8 and 10 of this Agreement, and other documents and property of Authority and shall make no use of any trade secret information, confidential information, documents or property of the Authority except in the performance of the Employee's services rendered on behalf of Authority.

**10. Intellectual Property.**

All rights, title and interest in and to any copy rights, patents, trade secrets, trademarks, service marks, discoveries, inventions (whether patented or not), developments or other intellectual property rights recognized by the laws of any country or state (the "Intellectual Property") in any works created individually or jointly by Employee (the "Works") shall vest

exclusively in the Authority. To the extent that, by operation of law, Employee owns any Intellectual Property rights in the Works, Employee hereby irrevocably assigns and transfers to the Authority all rights, title and interest in and to such Works. Employee agrees to execute all documents and perform all acts that the Authority may reasonably request in order to assist the Authority in perfecting its rights to the Works.

**11. Entire Agreement.**

This Agreement constitutes the entire agreement of the parties regarding the terms and conditions of Employee's employment with the Authority and supersedes any and all prior written or oral communications, representations, promises, commitments or understandings regarding Employee's employment. This Agreement may be changed or amended only by an agreement in writing signed by the Employee and by the Chairman and Secretary of the Authority.

**12. Indemnification.**

The Authority agrees, to the extent possible by law, to indemnify and hold harmless Employee from any and all claims that may result from professional work performed by the Employee on behalf of the Authority and to cover Employee through the Authority's liability insurance coverage.

**13. Severability.**

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained herein.

**14. Choice of Law and Severability.**

The terms of this Agreement are contractual and not a mere recital. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the date and year written above in the first paragraph of this agreement.

**Employee**

**Huron-Clinton Metropolitan Authority**

\_\_\_\_\_  
Maria van Rooijen

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**August, 2016**

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	52,810	63,357	61,966	-15%
Wolcott Mill	7,004	6,216	5,970	17%
Stony Creek	70,765	88,341	84,909	-17%
Indian Springs	13,347	11,151	12,873	4%
Kensington	94,972	106,952	100,958	-6%
Huron Meadows	12,287	12,231	11,066	11%
Hudson Mills	26,491	31,470	29,369	-10%
Lower Huron/Willow/Oakwoods	67,455	68,330	69,623	-3%
Lake Erie	23,362	32,788	26,523	-12%
Monthly TOTALS	368,493	420,836	403,258	-9%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 169,244	\$ 181,347	\$ 156,565	8%
\$ 247,746	\$ 226,164	\$ 194,654	27%
\$ 32,434	\$ 28,727	\$ 25,405	28%
\$ 226,622	\$ 227,017	\$ 196,902	15%
\$ 3,910	\$ 1,542	\$ 3,103	26%
\$ 52,212	\$ 53,293	\$ 42,887	22%
\$ 160,276	\$ 144,149	\$ 136,463	17%
\$ 41,884	\$ 49,327	\$ 44,260	-5%
\$ 934,328	\$ 911,566	\$ 800,238	17%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	300,426	302,198	299,559	0%
Wolcott Mill	44,050	38,155	34,354	28%
Stony Creek	418,495	397,669	406,219	3%
Indian Springs	68,974	61,355	64,199	7%
Kensington	556,389	572,897	547,960	2%
Huron Meadows	65,425	60,555	59,143	11%
Hudson Mills	145,188	146,628	153,608	-5%
Lower Huron/Willow/Oakwoods	391,704	368,773	368,548	6%
Lake Erie	146,574	130,913	127,854	15%
Monthly TOTALS	2,137,225	2,079,143	2,061,444	4%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 1,356,589	\$ 1,074,086	\$ 987,187	37%
\$ 2,063,356	\$ 1,580,918	\$ 1,475,495	40%
\$ 264,849	\$ 212,698	\$ 198,755	33%
\$ 2,093,195	\$ 1,623,189	\$ 1,444,824	45%
\$ 39,673	\$ 45,710	\$ 40,774	-3%
\$ 427,606	\$ 361,174	\$ 339,704	26%
\$ 950,785	\$ 726,583	\$ 686,243	39%
\$ 508,308	\$ 408,152	\$ 380,640	34%
\$ 7,704,361	\$ 6,032,510	\$ 5,553,623	39%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 289,417	\$ 315,230	\$ 294,413	-2%
Wolcott Mill	\$ 85,328	\$ 88,054	\$ 86,217	-1%
Stony Creek	\$ 532,138	\$ 521,939	\$ 466,074	14%
Indian Springs	\$ 181,242	\$ 187,179	\$ 167,458	8%
Kensington	\$ 559,839	\$ 604,084	\$ 529,093	6%
Huron Meadows	\$ 145,372	\$ 151,964	\$ 136,745	6%
Hudson Mills	\$ 138,480	\$ 153,039	\$ 132,833	4%
Lower Huron/Willow/Oakwoods	\$ 577,371	\$ 510,976	\$ 523,129	10%
Lake Erie	\$ 239,374	\$ 280,735	\$ 249,581	-4%
Y-T-D TOTALS	\$ 2,748,561	\$ 2,813,200	\$ 2,585,542	6%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 2,034,108	\$ 1,740,952	\$ 1,507,137	35%
\$ 449,273	\$ 384,992	\$ 372,614	21%
\$ 3,516,925	\$ 2,928,454	\$ 2,743,570	28%
\$ 928,330	\$ 850,597	\$ 798,520	16%
\$ 3,678,170	\$ 3,159,739	\$ 2,825,868	30%
\$ 672,958	\$ 643,001	\$ 587,744	14%
\$ 853,625	\$ 797,090	\$ 759,374	12%
\$ 2,648,072	\$ 1,968,108	\$ 2,039,958	30%
\$ 1,475,476	\$ 1,325,225	\$ 1,271,698	16%
\$ 16,256,938	\$ 13,798,157	\$12,906,484	26%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	762,971	738,022	740,132	3%
Western	835,976	841,435	824,910	1%
Southern	538,278	499,686	496,401	8%

Y-T-D Total Revenue by Management Unit			
Current	Previous	Prev 3 Yr Avg	Change from Average
6,000,306	5,054,398	4,623,321	30%
6,133,083	5,450,427	4,971,506	23%
4,123,548	3,293,333	3,311,657	25%



**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**August, 2016**

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	2,659	3,173	3,050	-13%
Stony Creek	5,636	5,774	6,096	-8%
Indian Springs	4,291	4,933	4,710	-9%
Kensington	5,201	5,701	5,552	-6%
Huron Meadows	4,378	5,169	4,697	-7%
Hudson Mills	2,959	3,480	3,128	-5%
Willow	4,496	4,816	4,126	9%
Lake Erie	4,510	5,164	4,268	6%
Total Regulation	34,130	38,210	35,626	-4%
LSC Par 3	1,641	1,756	2,045	-20%
LSC Foot Golf	269	434	145	86%
L. Huron Par 3	813	1,144	1,230	-34%
L. Huron Foot Golf	118	207	69	71%
Total Golf	36,971	41,751	39,114	-5%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	11,675	11,226	11,147	5%
Stony Creek	24,056	23,190	24,285	-1%
Indian Springs	18,358	19,100	18,616	-1%
Kensington	23,138	23,378	22,487	3%
Huron Meadows	19,581	19,740	18,180	8%
Hudson Mills	12,654	13,619	12,820	-1%
Willow	19,332	17,173	15,586	24%
Lake Erie	19,643	19,533	17,523	12%
Total Regulation	148,437	146,959	140,645	6%
LSC Par 3	6,548	6,442	7,646	-14%
LSC Foot Golf	902	1,214	405	123%
L. Huron Par 3	3,463	3,833	4,365	-21%
L. Huron Foot Golf	734	529	176	316%
Total Golf	160,084	158,977	153,237	4%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	12,346	16,126	12,450	-1%
Stony Creek Rip Slide	9,311	8,224	11,770	-21%
KMP Splash	11,946	11,821	13,513	-12%
Hudson Mills Rip Slide	1,121	1,391	464	142%
Lower Huron	26,155	27,725	28,657	-9%
Willow	3,754	4,923	4,152	-10%
Lake Erie	7,137	9,735	10,642	-33%
TOTALS	71,770	79,945	81,648	-12%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	48,814	51,637	42,968	14%
Stony Creek Rip Slide	33,139	25,858	36,768	-10%
KMP Splash	44,308	41,916	43,538	2%
Hudson Mills Rip Slide	2,750	4,351	1,450	90%
Lower Huron	93,616	87,548	88,359	6%
Willow	20,275	18,934	17,200	18%
Lake Erie	34,277	34,861	37,201	-8%
TOTALS	277,179	265,105	267,484	4%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 72,779	\$ 73,546	\$ 64,392	13%
\$ 179,903	\$ 181,965	\$ 149,015	21%
\$ 105,385	\$ 120,053	\$ 108,925	-3%
\$ 130,505	\$ 138,134	\$ 130,335	0%
\$ 122,864	\$ 132,495	\$ 120,073	2%
\$ 59,987	\$ 70,156	\$ 60,294	-1%
\$ 121,499	\$ 107,442	\$ 106,224	14%
\$ 112,729	\$ 104,036	\$ 84,370	34%
\$ 905,651	\$ 927,827	\$ 823,629	10%
\$ 9,200	\$ 10,728	\$ 12,539	-27%
\$ 1,808	\$ 3,059	\$ 1,020	77%
\$ 5,347	\$ 7,494	\$ 7,750	-31%
\$ 695	\$ 1,331	\$ 444	57%
\$ 922,701	\$ 950,439	\$ 845,381	9%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 321,040	\$ 261,866	\$ 231,161	39%
\$ 783,113	\$ 715,279	\$ 670,524	17%
\$ 449,393	\$ 454,020	\$ 446,346	1%
\$ 571,471	\$ 555,271	\$ 541,288	6%
\$ 532,722	\$ 496,372	\$ 470,252	13%
\$ 258,278	\$ 267,567	\$ 255,809	1%
\$ 548,748	\$ 381,467	\$ 427,285	28%
\$ 521,204	\$ 394,227	\$ 381,734	37%
\$ 3,985,969	\$ 3,526,068	\$ 3,424,399	16%
\$ 38,693	\$ 40,121	\$ 46,636	-17%
\$ 7,923	\$ 7,760	\$ 2,587	206%
\$ 23,768	\$ 24,778	\$ 27,933	-15%
\$ 4,424	\$ 3,581	\$ 1,194	271%
\$ 4,060,777	\$ 3,602,308	\$ 3,502,748	16%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 62,532	\$ 64,279	\$ 49,298	27%
\$ 50,682	\$ 44,614	\$ 38,302	32%
\$ 69,066	\$ 62,911	\$ 62,514	10%
\$ 7,064	\$ 9,666	\$ 3,222	119%
\$ 257,991	\$ 227,035	\$ 247,124	4%
\$ 24,201	\$ 18,218	\$ 18,948	28%
\$ 55,419	\$ 53,228	\$ 51,507	8%
\$ 526,955	\$ 479,951	\$ 470,915	12%

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 246,318	\$ 205,872	\$ 170,611	44%
\$ 174,182	\$ 136,795	\$ 111,335	56%
\$ 260,597	\$ 225,538	\$ 204,351	28%
\$ 19,522	\$ 30,670	\$ 10,223	91%
\$ 921,323	\$ 702,434	\$ 757,240	22%
\$ 101,833	\$ 66,822	\$ 75,515	35%
\$ 271,231	\$ 191,722	\$ 183,181	48%
\$ 1,995,006	\$ 1,559,853	\$ 1,512,456	32%

**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**August, 2016**

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	2	5	5	-57%
Shelters	17	63	112	-85%
Boat Launches	1,099	1,413	1,675	-34%
Marina	367	934	925	-60%
Mini-Golf	1,512	3,141	3,098	-51%
Wolcott				
Activity Center	15	20	13	15%
Stony Creek				
Disc Golf Daily	2,134	3,251	3,408	-37%
Disc Golf Annual	0	0	0	-
Total Disc Golf	2,134	3,251	3,408	-37%
Shelters	26	27	34	-24%
Boat Rental	3,454	5,092	4,689	-26%
Boat Launches	104	250	342	-70%
Indian Springs				
Shelters	5	3	3	50%
Event Room	7	1,355	1,573	-100%
Kensington				
Disc Golf Daily	2,926	3,679	4,203	-30%
Disc Golf Annual	1	1	0	200%
Total Disc Golf	2,927	3,680	4,203	-30%
Shelters	26	25	27	-4%
Boat Rental	4,563	6,752	5,927	-23%
Huron Meadows				
Shelters	1	0	1	50%
Hudson Mills				
Disc Golf Daily	1,184	1,520	1,798	-34%
Disc Golf Annual	0	1	1	-
Total Disc Golf	1,184	1,521	1,798	-34%
Shelters	3	11	9	-65%
Canoe Rental	1,701	2,047	1,985	-14%
Lower Huron / Willow / Oakwoods				
Shelters	13	14	17	-25%
Lake Erie				
Shelters	4	4	4	9%
Boat Launches	1,730	2,032	2,119	-18%
Marina	124	8	13	869%

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 1,600	\$ 3,000	\$ 1,833	-13%
\$ 4,680	\$ 3,789	\$ 3,893	20%
\$ -	\$ -	\$ -	-
\$ 4,171	\$ 5,606	\$ 7,154	-42%
\$ 5,406	\$ 11,065	\$ 10,764	-50%
\$ 500	\$ 1,500	\$ 903	-45%
\$ 7,203	\$ 9,747	\$ 7,911	-9%
\$ -	\$ -	\$ 10	-
\$ 7,203	\$ 9,747	\$ 7,921	-9%
\$ 5,850	\$ 5,400	\$ 5,177	13%
\$ 37,698	\$ 46,054	\$ 39,848	-5%
\$ -	\$ -	\$ -	-
\$ 250	\$ 150	\$ 317	-21%
\$ 16,224	\$ 9,120	\$ 11,491	41%
\$ 8,778	\$ 10,939	\$ 9,599	-9%
\$ 55	\$ 50	\$ 17	230%
\$ 8,833	\$ 10,989	\$ 9,615	-8%
\$ 6,975	\$ 5,525	\$ 5,800	20%
\$ 53,622	\$ 77,199	\$ 67,216	-20%
\$ 200	\$ -	\$ 133	50%
\$ 3,552	\$ 4,560	\$ 4,102	-13%
\$ -	\$ 50	\$ 33	-
\$ 3,552	\$ 4,610	\$ 4,135	-14%
\$ 600	\$ 2,200	\$ 1,733	-65%
\$ 7,298	\$ 8,975	\$ 8,802	-17%
\$ 2,600	\$ 2,950	\$ 3,600	-28%
\$ 800	\$ 800	\$ 733	9%
\$ -	\$ -	\$ -	-
\$ 27,620	\$ 22,130	\$ 26,552	4%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

August, 2016

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	20	47	40	-50%
Shelters	239	398	376	-36%
Boat Launches	4,462	4,485	4,984	-10%
Marina	2,275	2,499	2,540	-10%
Mini-Golf	7,228	9,013	9,086	-20%
Wolcott				
Activity Center	79	77	64	23%
Stony Creek				
Disc Golf Daily	13,217	15,386	17,705	-25%
Disc Annual	132	105	82	60%
Total Disc Golf	13,349	15,491	17,787	-25%
Shelters	363	335	357	2%
Boat Rental	15,710	15,133	15,185	3%
Boat Launches	645	1,365	1,566	-59%
Indian Springs				
Shelters	52	61	56	-7%
Event Room	40	37	35	14%
Kensington				
Disc Golf Daily	18,227	19,645	23,160	-21%
Disc Annual	143	200	139	3%
Total Disc Golf	18,370	19,845	23,299	-21%
Shelters	331	422	410	-19%
Boat Rental	16,759	20,997	17,727	-5%
Huron Meadows				
Shelters	21	22	20	5%
Hudson Mills				
Disc Golf Daily	7,285	8,482	9,902	-26%
Disc Annual	118	160	131	-10%
Total Disc Golf	7,403	8,642	10,033	-26%
Shelters	95	97	108	-12%
Canoe Rental	5,648	4,766	5,032	12%
Lower Huron / Willow / Oakwoods				
Shelters	246	228	246	0%
Lake Erie				
Shelters	66	67	71	-7%
Boat Launches	11,786	10,578	10,925	8%
Marina	201	31	39	413%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 16,175	\$ 30,750	\$ 17,800	-9%
\$ 59,150	\$ 61,599	\$ 61,968	-5%
\$ -	\$ -	\$ -	-
\$ 17,159	\$ 17,364	\$ 19,712	-13%
\$ 26,279	\$ 32,034	\$ 32,252	-19%
\$ 12,350	\$ 14,050	\$ 12,860	-4%
\$ 44,433	\$ 50,862	\$ 40,820	9%
\$ 6,920	\$ 4,710	\$ 3,597	92%
\$ 51,353	\$ 55,572	\$ 44,417	16%
\$ 75,885	\$ 67,000	\$ 69,610	9%
\$ 167,337	\$ 161,212	\$ 139,756	20%
\$ -	\$ -	\$ -	-
\$ 6,450	\$ 6,900	\$ 8,033	-20%
\$ 81,954	\$ 50,172	\$ 50,645	62%
\$ 54,681	\$ 58,403	\$ 52,690	4%
\$ 7,545	\$ 6,571	\$ 5,486	38%
\$ 62,226	\$ 64,974	\$ 58,177	7%
\$ 86,735	\$ 94,900	\$ 89,090	-3%
\$ 210,889	\$ 218,892	\$ 198,909	6%
\$ 4,200	\$ 4,400	\$ 4,000	5%
\$ 21,855	\$ 25,446	\$ 22,632	-3%
\$ 6,290	\$ 7,780	\$ 6,223	1%
\$ 28,145	\$ 33,226	\$ 28,855	-2%
\$ 19,000	\$ 19,400	\$ 21,483	-12%
\$ 24,564	\$ 20,906	\$ 22,558	9%
\$ 53,225	\$ 49,750	\$ 52,050	2%
\$ 14,900	\$ 14,200	\$ 14,383	4%
\$ -	\$ -	\$ -	-
\$ 147,261	\$ 130,773	\$ 142,981	3%

**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**August, 2016**

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	16,047	16,456	16,677	-4%	113,976	97,820	102,711	11%
Wolcott Mill	3,668	7,184	6,662	-45%	30,700	23,762	27,758	11%
Wolcott Farm	7,141	18,044	13,551	-47%	61,189	66,937	68,533	-11%
Stony Creek	18,326	17,090	16,656	10%	136,060	115,910	117,951	15%
Eastern Mobile Center	736	0	736	0%	5,430	0	5,430	0%
Indian Springs	8,948	9,767	9,376	-5%	61,881	65,440	66,338	-7%
Kens NC	26,767	30,115	27,696	-3%	189,817	187,376	185,754	2%
Kens Farm	42,856	29,741	34,922	23%	221,074	223,630	216,922	2%
Western Mobile Center	810	3,265	2,244	-64%	11,776	25,105	17,722	-34%
Hudson Mills	3,689	3,639	3,682	0%	27,642	33,248	30,904	-11%
Oakwoods	13,302	15,804	14,878	-11%	107,873	89,670	97,875	10%
Lake Erie	11,324	10,335	12,262	-8%	70,157	38,507	68,302	3%
Southern Mobile Center	0	0	0	-	5,773	0	5,773	0%
Totals	153,614	161,440	159,343	-4%	1,043,348	967,405	1,011,973	3%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 1,737	\$ 1,358	\$ 749	132%	\$ 24,673	\$ 20,677	\$ 17,181	44%
Wolcott Mill	\$ 137	\$ 348	\$ 371	-63%	\$ 8,770	\$ 10,900	\$ 7,363	19%
Wolcott Farm	\$ 644	\$ 1,873	\$ 2,469	-74%	\$ 45,178	\$ 50,403	\$ 44,253	2%
Wagon Rides	\$ 588	\$ 364	\$ 273	116%	\$ 7,948	\$ 3,393	\$ 2,915	173%
Livestock/Produce	\$ 7,572	\$ 2,292	\$ 6,933	9%	\$ 18,381	\$ 22,254	\$ 29,392	-37%
FARM TOTAL	\$ 8,804	\$ 4,529	\$ 9,675	-9%	\$ 71,507	\$ 76,050	\$ 76,560	-7%
Stony Creek	\$ 2,349	\$ 1,401	\$ 947	148%	\$ 20,980	\$ 19,695	\$ 18,334	14%
Indian Springs	\$ 3,899	\$ 4,308	\$ 4,723	-17%	\$ 28,027	\$ 29,771	\$ 30,087	-7%
Kens NC	\$ 824	\$ 1,801	\$ 1,267	-35%	\$ 19,666	\$ 18,113	\$ 17,183	14%
Kens Farm	\$ 1,567	\$ 3,742	\$ 2,801	-44%	\$ 65,427	\$ 45,739	\$ 40,944	60%
Wagon Rides	\$ 2,476	\$ 2,428	\$ 3,330	-26%	\$ 20,801	\$ 15,544	\$ 17,747	17%
Livestock/Produce	\$ 1,935	\$ 2,133	\$ 1,657	17%	\$ 14,095	\$ 14,384	\$ 12,188	16%
FARM TOTAL	\$ 5,978	\$ 8,303	\$ 7,788	-23%	\$ 100,322	\$ 75,667	\$ 70,879	42%
Mobile Center	\$ 985	\$ 275	\$ 1,199	-18%	\$ 16,151	\$ 13,617	\$ 13,733	18%
Hudson Mills	\$ 434	\$ 531	\$ 347	25%	\$ 10,500	\$ 10,834	\$ 10,699	-2%
Oakwoods	\$ 338	\$ 2,357	\$ 2,577	-87%	\$ 10,990	\$ 12,693	\$ 12,498	-12%
Lake Erie	\$ 555	\$ 518	\$ 465	19%	\$ 6,439	\$ 8,011	\$ 7,158	-10%
Totals	\$ 26,040	\$ 25,728	\$ 30,106	-14%	\$ 318,025	\$ 296,027	\$ 281,675	13%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	49	1,119	86	3,700
Wolcott Mill	7	383	9	458
Wolcott Farm	13	287	24	375
Stony Creek	43	765	31	540
Eastern Mobile Center				
Indian Springs	39	894	51	1,520
Kens NC	35	688	39	1,415
Kens Farm	52	736	197	2,976
Western Mobile Center				
Hudson Mills	6	154	8	139
Oakwoods	9	125	75	892
Lake Erie	28	385	28	442
Southern Mobile Center				
Totals	281	5,536	548	12,457

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
12	612	2	36
-	-	8	3,000
1	350	712	5,500
3	116	2	230
6	736	-	-
1	200	-	-
8	342	4	97
-	-	-	-
19	810	16	3,265
1	35	-	-
2	210	1	23
2	50	-	-
-	-	-	-
55	3,461	745	12,151

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	14,316	12,720
Wolcott Mill	3,285	3,726
Wolcott Farm	6,504	12,169
Stony Creek	17,445	16,320
Indian Springs	7,854	8,247
Kens NC	25,737	28,603
Kens Farm	42,120	26,765
Hudson Mills	3,500	3,500
Oakwoods	12,967	14,889
Lake Erie	10,889	9,893
Totals	144,617	136,832

"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.