

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**July 13, 2017 – 10:30 a.m.**  
**Oakwoods Metropark – Nature Center**

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1. Chairman's Statement
2. Public Participation
3. Approval – June 21, 2017 Special Meeting Minutes
4. Approval – July 13, 2017 Full Agenda

**Consent Agenda**

5. **Approval – July 13, 2017 Consent Agenda**
  - a. Approval – June 2017 Financial Statements and Payment Registers
  - b. Approval – June 2017 Appropriation Adjustments **pg. 1**
  - c. Report – Purchases over \$10K **pg. 3**
  - d. Approval – Amended 2017 Tax Levy Rate **pg. 5**
  - e. Approval – Audit Services Contract Extension **pg. 7**

**Regular Agenda**

6. **Reports**
  - A. *Administrative Department*
    1. Approval – Foundation Reclassification **pg. 29**
    2. Approval – Mill Creek Outdoor Adventures License Agreement **pg. 31**
    3. Approval – Kronos Time and Attendance Software Contract **pg. 33**
  - B. *Planning Department*
    1. Report – Draft Master Plan, Lake St. Clair Metropark **pg. 55**
    2. Report – Draft 2018-2022 Community Recreation Plan **pg. 107**
  - C. *Engineering Department*
    1. Bids – Hike-Bike Trail Bank Stabilization, Lower Huron/Willow Metropark **pg. 109**
    2. Bids – HVAC Control Replacement (EDC), Indian Springs Metropark **pg. 119**
    3. Approval – Change Order, Fiber Optic Connectivity, Indian Springs Metropark **pg. 121**
  - D. *Natural Resources Department*
    1. Approval – Great Lakes Commission Grant Partnership **pg. 125**
8. Other Business
  1. Report – Financial Assessment of Expenses
9. Staff Leadership Update
10. Commissioner Comments
11. Motion to Adjourn

The next regular Metroparks Board meeting will take place  
*Thursday, August 10, 2017 – 10:30 a.m.*  
Lake St. Clair Metropark – Thomas Welsh Activity Center





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Michelle Cole, Chief Financial Officer  
Subject: Approval – June Appropriation Adjustments  
Date: July 6, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the June 2017 Appropriation Adjustments as recommended by Chief Financial Officer Michelle Cole.

**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 the Fund Balance.

For the month of June, \$37,446 represents funds transferred between accounts within the departments to cover over budget accounts or to move funds to the correct account.

In addition, expense accounts were increased for one grant funded project, the 3M Eco Grant (\$3,725) for the Southern District Mobile Outreach van tent.

During the month, one amendment affected the Fund Balance and resulted in a net increase of \$400. This is the result of correcting a data entry error from earlier in the year. The result of these changes can be seen by accounting function and location in the attached chart.

**Attachment: June Appropriation Adjustments**

**Huron-Clinton Metropolitan Authority  
June 2017 Appropriation Adjustments**

**Expense Accounts**

	<b>Location</b>	<b>Increase</b>	<b>Decrease</b>	<b>Difference</b>
Capital				
	Administrative Office	\$ 8,000	\$ -	\$ 8,000
	Stony Creek	24,240	12,520	11,720
	Wolcott Mill		20,120	(20,120)
	Total	<b>\$ 32,240</b>	<b>\$ 32,640</b>	<b>\$ (400)</b>
Major Maintenance				
	Kensington		\$ 3,806	\$ (3,806)
	Total	<b>\$ -</b>	<b>\$ 3,806</b>	<b>\$ (3,806)</b>
Operations				
	Kensington	\$ 3,806	\$ -	\$ 3,806
	Lower Huron	3,752	-	3,752
	Wolcott	1,000	1,000	-
	Total	<b>\$ 8,558</b>	<b>\$ 1,000</b>	<b>\$ 7,558</b>
	<b>Total Expense</b>	<b>\$ 40,798</b>	<b>\$ 37,446</b>	<b>\$ 3,352</b>

**Revenue Accounts**

Operations				
	Lower Huron	\$ 3,752		\$ 3,752
	Total	<b>\$ 3,752</b>	<b>\$ -</b>	<b>\$ 3,752</b>
	<b>Total Revenue</b>	<b>\$ 3,752</b>	<b>\$ -</b>	<b>\$ 3,752</b>
	<b>Grand Total (Net)</b>	<b>\$ 37,046</b>	<b>\$ 37,446</b>	<b>\$ (400)</b>



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Michael Reese, Acting Director  
 Subject: Update – Purchases over \$10,000  
 Date: July 6, 2017

## 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 Acting Director Reese 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>
1. Eldorado Tile and Marble	Washago Pond Flooring, Willow	\$24,350.00
2. Accuform Printing & Graphics	Individual Park Maps/Brochures	\$16,070.70
3. Accuform Printing & Graphics	Five-County Metroparks Map	\$15,490.00
4. Graph-X Signs & Designs	Vehicle Wraps	\$14,878.00
5. Ajax Paving	Road Reconstruction, Kensington	\$10,380.53





**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
 From: Michelle Cole, Chief Financial Officer  
 Subject: Approval – Amended 2017 Tax Levy Rate  
 Date: July 6, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners’ approve the amended amounts for (1) the 2017 Tax Rate Request forms at .2140 mills; and (2) the inclusion of “net” tax revenues of \$29,946,230 in the 2018 Budget as recommended by Chief Financial Officer Michelle Cole and staff.

**Background:** At this time, it is necessary for the Board of Commissioners to certify the requested tax levy rate of 0.2140 mills for each county, not 0.2141 mills as previously requested.

The calculation of the Metroparks tax levy millage rate is controlled by the “Headlee” Millage Reduction Formula (Michigan Compiled Law 211.34d) and Proposal A (1994 Public Act 415).

Once the Metroparks tax levy rate is calculated, it is applied to the “taxable values” throughout the five counties of Livingston, Macomb, Oakland, Washtenaw and Wayne.

In calculation of the tax rate on the L-4029 form, it states to round the calculated rate DOWN to four decimal places.

The 2017 tax rate calculation is as follows:

(5) 2016 Millage Rate Permanently Reduced by MCL 2.1134d “Headlee”	(6) 2017 Current Year “Headlee” Millage Reduction Fraction	(7) 2017 Millage Rate Permanently Reduced by MCL 211.34d “Headlee”	(8) Sec 211.34 Truth In Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy
0.2146	0.9975	0.2140	1.000	0.2140
Maximum Allowable Millage Levy = 0.2146 x 0.9975 = 0.2140635				

The original calculation did not include the rounding down, therefore it resulted in an incorrect rate of 0.2141.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Michelle Cole, Chief Financial Officer  
 Subject: Approval – Audit Services Contract Extension 2017-2018  
 Date: July 6, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve to extend the contract agreement with Abraham and Gaffney, P.C. to conduct the Metroparks financial statement audit, the Metroparks Foundation audit and the filing of the 990 report for the years 2017 and 2018 as recommended by Chief Financial Officer Michelle Cole and staff.

**Fiscal Impact:** The contract amounts will be added to the annual budget for 2017 and 2018.

**Background:** The Metroparks conducted a formal Request for Proposal (RFP) for audit services in August 2014. Abraham and Gaffney, P.C. was awarded a contract for a three-year period with the option to extend the contract for an additional two years for the following amounts:

<u>Contracted</u>		<u>Extension</u>	
2014	- \$24,000	2017	- \$27,000
2015	- \$25,000	2018	- \$28,000
2016	- \$26,000		

The Dec. 31, 2016 audit represented the last year for Abraham and Gaffney to serve as the Metroparks independent auditors.

Staff is satisfied with Abraham and Gaffney, P.C. and their working knowledge of governmental reporting. They have been helpful with assisting the Metroparks in achieving the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting, they have been helpful in assisting the Metroparks staff with questions or concerns and the audits have been conducted efficiently and in accordance with their proposal.

**Attachment: Engagement Letters / Current Professional Services Contract**



Principals

Dale J. Abraham, CPA  
 Steven R. Kirinovic, CPA  
 Aaron M. Stevens, CPA  
 Eric J. Glashouwer, CPA  
 Alan D. Panter, CPA  
 William I. Tucker IV, CPA



3511 Coolidge Road  
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 East Lansing, MI 48823  
 (517) 351-6836  
 FAX: (517) 351-6837

March 2, 2017

To the Board of Directors  
 Huron-Clinton Metroparks Foundation  
 Brighton, Michigan

We are pleased to confirm our understanding of the services we are to provide for the year ended December 31, 2016.

We will prepare the annual financial statements of Huron-Clinton Metroparks Foundation (a nonprofit organization), which comprise the statement of financial position as of December 31, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and perform a review engagement with respect to those financial statements.

We will also prepare the annual information return (IRS Form 990) for the year ended December 31, 2016.

**Our Responsibilities**

The objective of our engagement is to-

- 1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you, and
- 2) obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or other examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Organization or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding any wrongdoing within the Organization or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Organization complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with -
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the review engagement.
  - unrestricted access to persons within the Organization of whom we determine it necessary to make inquiries.
- 8) To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.
- 9) Including our review report in any document containing financial statements that indicates that we have performed a review engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements and information return. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

## Our Report

We will issue a written report upon completion of our review of Huron-Clinton Metroparks Foundation's financial statements. Our report will be addressed to the Board of Directors of Huron-Clinton Metroparks Foundation. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement. If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

## Other Relevant Information

Alan D. Panter, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

The fees for our services will be: Financial Review - \$1,800, Form 990 Preparation - \$650, with the total fee of \$2,450. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

*Abraham & Gaffney, P.C.*

ABRHAM & GAFFNEY, P.C.  
Certified Public Accountants

ACKNOWLEDGED:  
Huron-Clinton Metroparks Foundation

*Julie A. Heim*  
\_\_\_\_\_  
Foundation and Development Manager

*3/20/17*  
\_\_\_\_\_  
Date



Principals

Dale J. Abraham, CPA  
 Michael T. Gaffney, CPA  
 Steven R. Kirinovic, CPA  
 Aaron M. Stevens, CPA  
 Eric J. Glashouwer, CPA  
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October 29, 2014

Huron-Clinton Metropolitan Authority  
 13000 High Ridge Drive  
 Brighton, MI 48226

We are pleased to confirm our understanding of the services we are to provide the Huron-Clinton Metropolitan Authority (the Authority) for the years ending December 31, 2014, 2015, and 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Huron-Clinton Metropolitan Authority, Michigan, as of and for the years ending December 31, 2014, 2015, and 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedules of Funding Progress and Employer Contributions.
3. Budgetary Comparison Schedule(s).

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining statements for non-major funds.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory section information included for the issuance of a comprehensive annual financial report.
2. Statistical data included for the issuance of a comprehensive annual financial report.

## **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Huron-Clinton Metropolitan Authority, Michigan, and the respective changes in financial position in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

## **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

## **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

## **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit the in June/July of each year (after 2014) and to issue our reports no later than May 15th of the following year. Alan D. Panter, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

The fees are detailed as follows:

<u>Year Ending December 31,</u>	<u>Financial Audit</u>
2014	\$ 24,000
2015	25,000
2016	26,000

The fees included above assume that the Authority will not require a Single Audit. If the federal programs are required to be audited under the Single Audit Act in any given year, there will be an additional charge for the Single Audit.

The price quoted above is a firm price assuming the Authority records are in reasonable condition and that we are provided reasonable Authority staff assistance. If our team members spend more hours than the projected hours detailed above which are not due to unusual circumstances (i.e., unrecorded accruals, unbalanced records, inadequate staff assistance, etc.) then we will not bill for any amounts over the audit cost estimate. If unusual circumstances are encountered, we will discuss them with you prior to performing any additional services.

This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand we will be provided balanced records for each fund and that all accounts will be reconciled. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

The cost of the audit is based on the amount of time it takes to perform the audit of the Huron-Clinton Metropolitan Authority. Our charges for audit or management services are based on the level of the team member needed to perform the services. The hourly governmental audit billing rates are as follows:

Principal	\$ 130 - 200
Manager	105 - 130
Senior	90 - 105
Accountant	70 - 90
Administrative	60 - 70

These billing rates would also apply to any management services assistance which the Authority may request. These billing rates increase annually based on predetermined factors. If the Authority requests additional assistance during any of the years under contract that process would be over-and-above the noted audit costs and would be billed at the hourly rates of the individuals performing the services.

We appreciate the opportunity to be of service to the Huron-Clinton Metropolitan Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copies and return one (1) copy to us.

Sincerely,

*Abraham & Gaffney, P.C.*

ABRAHAM & GAFFNEY, P.C.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Huron-Clinton Metropolitan Authority.

By: Rebecca R. Thaneboch

Title: Controller

Date: Dec 2, 2014

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HURON-CLINTON METROPOLITAN AUTHORITY

PROFESSIONAL SERVICES CONTRACT

CONTRACT EXPIRATION DATE: May 30, 2017

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This "Contract" made this 1<sup>st</sup> day of December, 2014 between the Huron-Clinton Metropolitan Authority ("HCMA"), a Michigan public body corporate, and Abraham & Gaffney, P.C., a Michigan professional service corporation, called "Consultant" (as further described in the following Table).

<p>HURON-CLINTON METROPOLITAN AUTHORITY 13000 High Ridge Drive Brighton, MI 48226 Tel: (810) 227-2757 Fax: (810) 227-7512 (herein, the "HCMA")</p>	<p>ABRAHAM &amp; GAFFNEY, P.C. Certified Public Accountants 3511 Coolidge Road, Suite 100 East Lansing, MI 48823 Tel: (517) 351-6837 (herein the "CONSULTANT")</p>
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1.     SCOPE OF CONSULTANT'S SERVICES
- SECTION 2.     HCMA PAYMENT OBLIGATION FOR CONSULTANT'S SERVICES
- SECTION 3.     CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 4.     CONSULTANT ASSURANCES AND WARRANTIES
- SECTION 5.     CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 6.     CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND  
CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

**§1.     SCOPE OF CONSULTANT'S SERVICES**

Scope of Services – Attached hereto and made a part hereof as Exhibit "A" is Consultant's Letter dated October 29, 2014 and Scope of Services.

**§2.     HCMA PAYMENT OBLIGATIONS FOR CONSULTANT'S SERVICES**

**2.1.** Except as otherwise expressly provided for in this Contract, the HCMA's sole financial obligation to the Consultant for any Consultant services under this Contract shall be:

**2.1.1.** Fees. Fees are as described in Exhibit "A", Consultant's Letter and Scope of Services dated October 29, 2014.

- 2.1.2. No more than once a month, the Consultant shall submit an invoice to HCMA, which shall itemize all amounts due and/or owing by HCMA under this Contract, and payment terms as the date of the invoice. The invoices shall be submitted in the form requested by HCMA. HCMA shall have no obligation to make payment until a proper invoice of service is submitted. HCMA reserves the right to make partial payments on account of the amount due the Consultant as the work progresses.
- 2.2. Under no circumstances shall HCMA be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Consultant in connection with or resulting from the Consultant's providing any services under this Contract.
- 2.3. HCMA has the right to offset any amounts due and owing to the Consultant should the HCMA incur any cost associated with this Contract that is the obligations of Consultant under this Contract.
- 2.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

### **§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS**

- 3.1. The effective date of this Contract shall be December 1, 2014 and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Consultant shall be due or owing for any Consultant services until and unless:
  - 3.1.1. This Contract is signed by an employee of Consultant, legally authorized to bind the Consultant.
  - 3.1.2. Any and all Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the HCMA.
- 3.2. This Contract may be extended by mutual agreement signed by Consultant and HCMA Chairperson and Secretary.
- 3.3. HCMA may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Consultant, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.4. HCMA's sole obligation in the event of termination is for payment for actual services rendered by the Consultant 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 Consultant may have realized but for the termination and/or cancellation of this Contract. HCMA shall not be obligated to pay Consultant any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.5. Consultant may terminate and/or cancel this Contract (or any part thereof) at anytime 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.
- 3.6. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service or certified mail and addressed to the person listed below. Notice will be deemed given when one of the following occur: (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.

3.6.1. If notice is sent to the Consultant, it shall be addressed to:

*Alan D. Panter, CPA  
Abraham & Gaffney, PC 3511  
Coolidge Road, Suite 100 East  
Lansing, MI 48823 Certified  
Public Accountants Telephone:  
(517) 351-6836*

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

*Rebecca Franchock, Controller  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48114  
Tel: (810) 494-6047  
Email address: Rebecca.Franchock@metroparks.com*

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

3.7. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Employee of Consultant and by the same person who signed the Contract for HCMA.

#### **§4. CONSULTANT'S ASSURANCES AND WARRANTIES**

4.1. Service Assurance. Consultant assures that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

4.2. Business and Professional Licenses. The Consultant has obtained and will maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

4.3. Taxes. The Consultant 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 Consultant for any federal, state and local taxes or fees of any kind.

4.4. Consultant's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Consultant shall be solely responsible and liable for all costs and expenses incidental 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.

4.5. Consultant Employees.

4.5.1. Consultant shall employ and assign qualified employees as necessary and appropriate to provide the services under this Contract. Consultant shall ensure all Consultant's Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and

possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

- 4.5.2. Consultant shall solely control, direct, and supervise all Consultant Employees with respect to all Consultant obligations under this Contract. Consultant will be solely responsible for and fully liable for the conduct and supervision of any Consultant's Employee
- 4.5.3. If requested by HCMA, all employees of Consultant shall wear and display appropriate HCMA-provided identification at all times while working on HCMA premises.
- 4.5.4. All employees of Consultant assigned to work under this Contract may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
- 4.6. Consultant Employee-Related Expenses. All employees of Consultant shall be employed at the Consultant's sole expense (including employment-related taxes and insurance) and the Consultant warrants that all of Consultant's Employees shall fully comply with and adhere to all of the terms of this Contract. Consultant shall indemnify and hold the HCMA harmless for all Claims (as defined in this Contract) against the HCMA by any Consultant Employee, arising out of any contract for hire or employer-employee relationship between the Consultant and any Consultant Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.7. Full Knowledge of Service Expectations and Attendant Circumstances. Consultant warrants that before entering into this Contract, it had a full opportunity to review the proposed services, and review all HCMA requirements and/or expectations under this Contract. The Consultant is responsible for being adequately and properly prepared to execute this Contract. Consultant has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.8. The Consultant's relationship to the HCMA is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between HCMA and either the Consultant or any Consultant Employee. All Consultant Employees assigned to provide services under this Contract by the Consultant shall, in all cases, be deemed employees of the Consultant and not employees, agents or sub-contractor of HCMA.

## **§5. CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION**

### **5.1. Indemnification**

- 5.1.1. Consultant shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Contract) 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 Consultant or Consultant's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Consultant's insurance is disputed by the insurance company, the Consultant shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Consultant shall indemnify the HCMA for uncollectable amounts.
- 5.1.3. Consultant 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.
- 5.1.4. Consultant waives and releases all actions, liabilities and damage including any subrogated rights it

may have against HCMA based upon any Claim brought against HCMA suffered by a Consultant Employee.

**5.2. Consultant Provided Insurance.**

The Consultant, or any of their subcontractors, shall not commence services 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 Consultant. All deductibles and SIR's are the responsibility of the Consultant.

**5.2.1.** The Consultant shall procure and maintain the following insurance coverage:

**1. Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**2. Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**3. Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 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. Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The 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 the HCMA as additional insured, coverage afforded is considered to be primary and any other insurance the Huron Clinton Metropolitan Authority may have in effect shall be considered secondary and/or excess.

**5. 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: (Attn: Joseph W. Colaianne, Corporation Counsel, HCMA, 13000 High Ridge Drive, Brighton, MI 48116).

**6. Proof of Insurance Coverage:** The Consultant 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.

**7. Professional Liability:** The Consultant shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and 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 years after the termination of this contract.

**§6. CONTRACT DOCUMENTS, DEFINITIONS AND GENERAL TERMS AND CONDITIONS**

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:

- 6.1 "Consultant Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Consultant, and also includes any licensees, concessionaires, subcontractors, independent contractors, Consultant'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. "Consultant Employee" shall also include any person who was a Consultant Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2 "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.
- 6.3 "HCMA" means the HCMA, a Michigan public body corporate, its respective appointed officers, official employees, committees, and "HCMA Agent" as defined below.
- 6.4 "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 Contract but, for any reason, is no longer employed, appointed, or serving as an Agent.
- 6.5 "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 6.6 Access to HCMA Facilities. While the Consultant retains the right to perform services at any time, the Consultant must obtain prior permission by HCMA for access to HCMA facilities after HCMA's regular business hours.
- 6.7 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.
- 6.8 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 Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:  
"CONSULTANT'S ASSURANCES AND WARRANTIES";  
"CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION";  
"DAMAGE CLEAN UP TO HCMA PROPERTY AND/OR PREMISES";  
"SEVERABILITY";  
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND  
"SURVIVAL OF TERMS AND CONDITIONS".
- 6.9 HCMA Right to Suspend Services. Upon written notice, HCMA may suspend performance of this Contract if Consultant has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the HCMA's right to

terminate and/or cancel this Contract. The HCMA shall incur no penalty, expense, or liability to Consultant if HCMA suspends services under this Section.

- 6.10** No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 6.11** Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 6.12** Permits and Licenses. Consultant shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by HCMA, Consultant shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 6.13** Discrimination. Consultant 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.
- 6.13.1** Consultant shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Consultant.
- 6.13.2** The HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 6.14** Reservation of Rights. This Contract 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.
- 6.15** Force Majeure. Notwithstanding any other term or provision of this Contract, 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 Consultant is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 6.16** Conflict of Interest and Warranty. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts 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, Consultant shall identify any Consultant Employee or relative of Consultant's Employees who are presently employed by the HCMA. Consultant shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Consultant.

Consultant warrants that before submitting its Proposal and/or entering into this Contract it has performed an inquiry within its firm to determine whether the Services to be provided under this

Contract may pose a conflict of interest. For purposes of this Contract, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Consultant's judgment or appear to influence Consultant's judgment or quality of Services under the contract with the Consultant's representation of other clients. Except as provided herein Consultant shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Contract.

If at anytime Consultant determines that there is a Conflict of Interest or potential Conflict of Interest then the Consultant shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Consultant 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 Contract, Consultant 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 contract.

- 6.17** Damage Clean up to HCMA or HCMA Property and/or Premises. Consultant shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Consultant or Consultant's Employees at Consultant's expense. If damage occurs, Consultant 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, Consultant shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Consultant shall be responsible for assuring that all HCMA sites are restored to their original condition.
- 6.18** Consultant Use of Confidential Information. The Consultant and/or Consultant Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Consultant 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 Contract. Notwithstanding the foregoing, Consultant may disclose the Confidential Information if required by law, statute or other legal process; provided that Consultant (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.
- 6.18.1** This Contract imposes no obligation upon Consultant with respect to any Confidential Information which Consultant can establish by legally sufficient evidence: (i) was in the possession of, or was known by Consultant prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Consultant from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 6.18.2** As used in this Contract, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.
- 6.19** Consultant Use of HCMA Licensed Software. In order for the Consultant to perform its services under this Contract, HCMA may permit Consultant or Consultant Employees to access certain copyrighted Software licensed to HCMA. Consultant or Consultant 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 Consultant nor Consultant Employee shall produce a source listing, decompile, disassemble, or otherwise reverse consultant any copyrighted Software. Neither the Consultant nor Consultant Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

- 6.20 Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to HCMA, the Consultant shall comply with all applicable grant requirements.
- 6.21 Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The HCMA's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Consultant, reviewing invoices and submitting requests to the HCMA's procurement authority for any contract modification.
- 6.22 Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Contract Administrators for possible resolution. The Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Contract Administrators cannot resolve the dispute in five (5) business days then either Party upon written notice to the other party, may request facilitated mediation. Such mediation shall be assisted by a neutral facilitator acceptable to both Parties. Each Party shall equally share the costs of the facilitated mediation. If the dispute under this Contract cannot be resolved by facilitated mediation, or the Parties decide to forego facilitated mediation, either Party reserves the right to proceed in a court competent jurisdiction as provided in this Contract.
- 6.23 Access and Records. Consultant will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the HCMA with reasonable access to such book and records.
- 6.24 Delegation /Subcontract/Assignment. Consultant shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of HCMA.
- 6.24.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.24.2 Any assignment, delegation, or subcontract by Consultant and approved by HCMA, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.24.3 The Consultant shall remain primarily liable for all work performed by any subcontractor. Consultant shall remain liable to HCMA for any obligations under the Contract not completely performed by any Consultant delegee or subcontractor.
- 6.24.4 Should a Subcontractor fail to provide the established level of service and response, the Consultant shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Consultant.
- 6.24.5 This Contract cannot be sold.
- 6.24.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, HCMA may declare this Contract null and void.
- 6.25 Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Consultant'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 Contract. Similarly, this Contract is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Consultant performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Consultant or any Consultant Employee any number of fixed or certain number or quantity of hours or services to be rendered to HCMA.
- 6.26 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 Contract shall constitute a waiver of those rights with

regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, 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 Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 6.27** Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Consultant's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Consultant shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.
- 6.28** Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract 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 contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 6.29** Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
- 6.29.1** The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.
- 6.30** Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 6.31** Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

[SIGNATURES ON FOLLOWING PAGE]







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Julie A. Hein, Foundation and Development Manager  
Subject: Approval – Foundation Reclassification  
Date: July 6, 2017

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

That the Board of Commissioners' (1) approve nominating three commissioner's to serve as members on the Huron-Clinton Metroparks Foundation Board of Directors; **OR** (2) approve insourcing the Huron-Clinton Foundation operational revenue and expenses in lieu of a separate 501(c)(6) foundation as recommended by Foundation and Development Manager Julie Hein and staff.

**Background:** The Huron-Clinton Metroparks Foundation is a Michigan non-profit corporation established on Sept. 18, 2003. The Foundation was organized exclusively for educational, charitable, literary, and/or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, by acting for the benefit of, performing functions of, or carrying out the educational, charitable, literary, and/or scientific purposes of the Huron-Clinton Metropolitan Authority.

According to the bylaws of the Huron-Clinton Metroparks Foundation under Section 2 (Number and Term of Office), it states that the Board of Directors of the Corporation will consist of not less than three nor more than 15 persons.

The Huron-Clinton Metropolitan Authority (the "Authority") will appoint three members of the Board of Directors, of whom, one or both may be duly qualified Commissioners of the Authority. The Director of the Authority (or his or her designee) will serve as an ex officio voting member of the Board of Directors of the Corporation for a term commensurate with his or her term of office with the Authority.

Commissioner Timothy McCarthy currently serves as the President of the Huron-Clinton Metroparks Foundation.



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – Mill Creek Outdoor Adventures License Agreement  
Date: July 6, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve a License Agreement with Mill Creek Outdoor Adventures from July 13, 2017 through November 1, 2020 upon legal counsel review as recommended by Acting Director Michael Reese, Deputy Director David Kirbach, Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** Additional revenue source. The Metroparks will receive \$3.00 per kayak or canoe and \$1.00 per inflatable tube recovered on Metroparks property.

**Background:** Mill Creek Outdoor Adventures is a new business establishing in the city of Dexter. The business will consist of a canoe and kayak livery, bike rental and indoor/outdoor beer garden. The business will be situated on a redeveloped downtown commercial site on the south-facing bank of Mill Creek along Main Street/Dexter-Pinckney Road.

The proposed agreement would grant Mill Creek Outdoor Adventures access to Dexter-Huron and Delhi Metroparks for retrieval of watercraft (canoes, kayaks and inflatable tubes) rented by their customers. The company would purchase annual vehicle passes for any vehicles accessing Metroparks property.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Michelle Cole, Chief Financial Officer  
 Subject: Approval – Kronos Software (Time and Attendance) Service Contract  
 Date: July 6, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' approve the software license contract with Kronos, Inc. for a three-year period as recommended by Chief Financial Officer Michelle Cole and staff.

**Fiscal Impact:** The annual cost to use the software is \$39,327.50; a one-time \$7,500 fee for implementation; and time clock purchases of \$108,000. This is proposed as a three-year contract. This information listed below is the state of Michigan approved pricing.

**Summary:** Staff recommends implementing a time and attendance software, moving away from the dated manual system. An official recommendation by staff for selection of the Kronos Time and Attendance Workforce Ready Cloud Software. please see price detail below:

Description	Kronos		
	Price Per Employee/Per Month	Monthly Cost	Annual Cost
<b>Service</b>			
TimeKeeper Licenses (based on 800)	\$2.75	\$2,200.00	\$26,400.00
WFR Accruals	Included	Included	Included
WFR Leave	Included	Included	Included
Advanced Scheduler (30)	\$0.91	\$27.30	\$327.60
<b>Implementation Fee / Training</b>		<b>One Time Fee</b>	<b>\$7,500.00</b>
			\$26,727.60
<b>Materials</b>	<b>Price</b>	<b>HCMA Discount</b>	<b>Cost</b>
InTouch Clock Type - Badge Reader (One Time Cost) 60 Qty Clocks	\$3,745.00	\$1,800.00	\$108,000.00
60 Qty Clocks	\$4,395.00	\$2,250.00	\$135,000.00
<b>Clock Maintenance</b>			Annual Cost
<b>Annual Maintenance Cost</b>			<b>\$12,600.00</b>
<b>Grand Total Annual Cost</b>			<b>\$39,327.60</b>
<b>Grand Total One Time Cost</b>			<b>\$115,500.00</b>

**Background:** The Metroparks approved the implementation of a time and attendance software, moving from a manual time keeping system in 2015. As part of the ERP project, Tyler Technologies had selected Executime as the Metroparks partner. Staff has successfully worked with Tyler to exit out of its \$100,000 (software only) contract with the Executime product, as it has been deemed to not fit the needs sufficiently of the Metroparks. Staff is recommending selection of the Kronos time and attendance software based on price, functionality, references and ability to best meet our complexity and rules.

**Attachments: Service Agreement, Cost Comparison and Implementation Timeline**





Workforce Ready Order Form

Date: 6/30/2017 Customer PO #:   
 Version #: 0 Salesperson: Tracy Coleman   
 Expires: 7/28/2017

Bill To: Attn: Michelle Cole Ship To: Attn: Michelle Cole   
 Huron Clinton Metropolitan Authority Inc Kensington Metro Park   
 13000 Highridge Dr 2240 W Buno Rd   
 Brighton, MI 48114 Milford, MI 48380

FOB: Shipping Point Solution ID: 6147589   
 Shipping Method: FedEx Ground Email Contact: michelle.cole@metroparks.com   
 Currency: USD Phone #: 810-227-2757   
 Payment Terms: N30

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties. Customer has read and agrees to the SaaS Terms and Conditions, including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services.

Initial Term: Three year   
 Billing Start Date: 90 days from execution of Order Form   
 Renewal Term: One Year   
 Payment Terms: Net 30

Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):   
 SaaS Services: Monthly in Arrears   
 Equipment Purchase and Support: Upon execution of Order Form   
 Professional Services: Fixed Fee, 100% at Signing

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	800	\$1.83	\$1,464.00
Workforce Ready Accruals	800	\$0.37	\$296.00
Workforce Ready Leave	800	\$0.55	\$440.00
Workforce Ready Scheduler	40	\$0.91	\$36.40
<b>Minimum Monthly Total:</b>			<b>\$2,236.40</b>

Equipment - Purchase

Item	Qty	Unit Price	Total Price
Kronos InTouch 9100 H4, Standard, HID Prox	60	\$2,147.50	\$128,850.00
<b>Total Price:</b>			<b>\$128,850.00</b>

Equipment - Purchase Support

Item	Duration	Total Price
DEPOT REPAIR SUPPORT SERVICE	1 YR	\$12,600.00
<b>Total Price:</b>		<b>\$12,600.00</b>

Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	60	\$0.00	\$0.00
BADGE, PROX, EMPLOYEE, 31 BIT	850	\$6.45	\$5,482.50
<b>Total Price:</b>			<b>\$5,482.50</b>

Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$7,500.00
<b>Total Price:</b>	<b>\$7,500.00</b>

Quote Summary

Item	Total Price
Minimum Monthly Fee	\$2,236.40
Minimum Annual Fee	\$26,836.80
One Time Setup Fees	\$7,500.00
Total Equipment Purchase and Accessories Fee	\$146,932.50

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

Huron Clinton Metropolitan Authority Inc

By: \_\_\_\_\_   
 Name: \_\_\_\_\_   
 Title: \_\_\_\_\_   
 Date: \_\_\_\_\_



## Professional Services Engagement Overview

### Accelerated Time to Value Deployment

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to Kensington Metro Park (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Kronos® Workforce Ready® (WFR) Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Kronos Workforce Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

### Your Workforce Ready SaaS Solution

Kensington Metro Park and Kronos are deploying the following WFR modules with 13 location(s) and 1 collective bargaining agreement(s).

Core Modules	Employees	Deployments	Estimated Duration *from project kickoff
Workforce Ready Time Keeping	800	1	103 Days
Workforce Ready Accruals	800	1	
Workforce Ready Scheduler	40	1	
Value Add Modules			
Workforce Ready Leave	800	1	30 Days

### Kensington Metro Park and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between Kensington Metro Park and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the Kronos Workforce Ready Professional Services Engagement Guidelines at <https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties’ responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

### Core Functionality Deliverables

Working in close collaboration, Kensington Metro Park (client) and Kronos will deploy the following core modules and functionality in 100 estimated days from project kick-off:

WFR Core	Kronos Delivered Value
<b>Time Keeping Module</b>	WFR Time Keeping deployment gets you started with the ability to accept punches and pay employees accurately through these core components: <ul style="list-style-type: none"> <li>• Time data collection</li> <li>• Pay rule calculations</li> <li>• Base work schedules</li> <li>• Timesheet approval workflow</li> <li>• Time- Off request workflow</li> <li>• Mobile access</li> <li>• Standard reporting                             <ul style="list-style-type: none"> <li>○ Up to 10</li> </ul> </li> <li>• One-Time data load using customer-supplied data in a standard Kronos-supplied format</li> <li>• Integration bundle using customer-supplied data in standard file formats                             <ul style="list-style-type: none"> <li>○ Demographic import with 3rd party HR (included only if WFR HR not purchased)</li> <li>○ Cost Center import from 3rd party HR/payroll system (included only if WFR HR not purchased)</li> <li>○ Job import from 3rd party HR system (included only if WFR HR not purchased)</li> <li>○ Work schedule import from unlimited 3rd party scheduler systems in Kronos file format (included if WFR Scheduler not purchased)</li> <li>○ Accrual balace interface with 3rd party payroll system (included only if Payroll and Accruals not ordered)</li> <li>○ Pay data export to 3rd party payroll system (included only if WFR Payroll not purchased)</li> <li>○ Hours &amp; earnings import from unlimited POS systems in Kronos file format (included only for Customers in Retail industry)</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul>

<p><b>Accruals Module</b></p>	<p>WFR Accruals module adds comprehensive accrual administration to Workforce Ready Time Keeper by automatically enforcing your time-off policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants</li> <li>• Time-Off routing &amp; approval workflow (requires TLM)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires TLM)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires TLM or PR)</li> <li>• View time-off calendars for groups</li> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Accrual balance interface with 3rd party payroll system (included only if WFR Payroll not purchased)</li> <li>• WFR accruals requires WFR Timekeeper</li> </ul>
<p><b>Scheduler Module</b></p>	<p>WFR Scheduler provides the automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through:</p> <ul style="list-style-type: none"> <li>• Schedule build based on budget &amp; demand</li> <li>• Fill w/best-fit employee preferences &amp; skills*</li> <li>• Drag-n-Drop scheduling tools</li> <li>• Configurable color-coded scheduling views</li> <li>• Budgeting constraint visibility</li> <li>• Configurable routing &amp; approval workflow</li> <li>• Tools for determining schedule effectiveness</li> <li>• True rate cost of schedule**</li> <li>• *Scheduler function requires WFR HR</li> <li>• **Scheduler function requires WFR Time Keeping</li> </ul>

**Value-Add Functionality Deliverables**

Once your core functionality is deployed, Kronos will work in close collaboration with Kensington Metro Park to deploy the following Value-Add modules and/or functionality over time in in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
<p><b>Leave Manager Module</b></p>	<p>WFR Leave Manager adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> <li>• Federal &amp; state leave policy enforcement</li> <li>• Employer-specific leave policy enforcement</li> <li>• Qualifying questionnaire</li> <li>• Leave eligibility, type &amp; duration determination</li> <li>• Leave case routing workflow</li> <li>• Leave case life cycle monitoring</li> <li>• Leave hour interface with timesheets</li> <li>• Employee self-service leave request &amp; history</li> <li>• Standard reporting &amp; email notification alerts</li> <li>• One-Time data load using customer-supplied data – current leave cases, leave case entries &amp; entitlement balances in a standard Kronos-supplied format</li> <li>• Maximum value when used with WFR Time Keeping, Accruals &amp; HR</li> </ul>

**Online Training and Support Tools**

The **My Learning** area within Workforce Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

Please see [Workforce Ready Customer Training Options](#) for more information on training roles and available content.

**Assumptions**

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated.  
The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 60 days after a
- Workforce Ready Order Form is executed by the Customer.
- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.

- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional

### Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and Kronos Workforce Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

### Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than six (6) months has passed since the date of signature of the Workforce Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

**Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics**

Kronos Incorporated    297 Billerica Road    Chelmsford, MA 01824    (800) 225-1561    (978) 250-9800    [www.Kronos.com](http://www.Kronos.com)

## **KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

Customer and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

### **1. DEFINITIONS**

**"Agreement"** means these terms and conditions and the Order Form(s).

**"Application(s)"** or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

**"Billing Start Date"** means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

**"Confidential Information"** means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

**"Customer Content"** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

**"Documentation"** means technical publications published by Kronos relating to the use of the Services.

**"Educational Content"** has the meanings ascribed in Section 7.3.

**"Equipment"** means the Kronos equipment purchased or rented by Customer under this Agreement.

**"Initial Term"** means the initial term of the Services as indicated on the Order Form.

**"Minimum Contract Value"** means the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

**"Monthly Service Fee(s)"** means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

**"Order Form"** means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

**"Personally Identifiable Data"** means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

**"Renewal Term"** means the renewal term of the Services as indicated on the Order Form.

**"Services"** means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

**"Supplier"** means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

**"Term"** means the Initial Term and any Renewal Terms thereafter.

## 2. TERM

**2.1** The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

**2.2** Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

**2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

**2.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

**2.5** If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

## 3. FEES AND PAYMENT

**3.1** Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

**3.2** The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form or subject to Section 17.9 below. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged

for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

**3.3** Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

**3.4** If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

**3.5** At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

**3.6** Customer agrees that except if Customer terminates for material breach of the Agreement by Kronos, if Customer has not paid the Minimum Contract Value to Kronos prior to the expiration or termination of the Initial Term or a Renewal Term, as applicable, Customer shall pay within thirty (30) days of the date of such expiration or termination, the difference between the total Monthly Service Fees then paid by Customer for the Initial Term or Renewal Term, as applicable, and the Minimum Contract Value.

#### **4. RIGHTS TO USE**

**4.1** Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

**4.2** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

**4.3** Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

**4.4** Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

**4.5** Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

## **5. ACCEPTABLE USE**

**5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

**5.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

**5.3** Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

## **6. CONNECTIVITY AND ACCESS**

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

## **7. IMPLEMENTATION AND SUPPORT**

**7.1 Implementation.** Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-

related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

**7.2 Standard Support.** Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

**7.3 Equipment Support.** If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

**7.4 Educational Materials and Content.** Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

## **8. CUSTOMER CONTENT**

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

## **9. EQUIPMENT**

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

**9.1 Rented Equipment.** The following terms apply only to Equipment Customer rents from Kronos:

(a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss,

theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

(c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

(e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.

(f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

**9.2 Purchased Equipment.** The following terms apply only to Equipment Customer purchases from Kronos:

(a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

(b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

## **10. SERVICE LEVEL AGREEMENT**

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

## **11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

**11.1** Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

**11.2** Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer

notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

**11.3** Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

## **12.0 DATA SECURITY**

**12.1** As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**12.2** As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

**12.3** Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

## **13. INDEMNIFICATION**

**13.1** Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of

infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**13.2** Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

**13.3** Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

**13.4** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

#### **14. LIMITATION OF LIABILITY**

**14.1** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

**14.2** EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

**14.3** EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

**14.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

## **15. CONFIDENTIAL INFORMATION**

**15.1** Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

**15.2** Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

**15.3** This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

## **16. EXPORT**

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

## **17. GENERAL**

**17.1** This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which Kronos is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

**17.2** The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

**17.3** Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

**17.4** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

**17.5** All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

**17.6** No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

**17.7** The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

**17.8** The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

**17.9** Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

**17.10** This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

DATED: \_\_\_\_\_

CUSTOMER:

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

NAME: \_\_\_\_\_

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

KRONOS:

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

NAME: \_\_\_\_\_

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

Tyler Favorable/ Kronos Savings VS.  
 Kronos Favorable Tyler

Description	Kronos			Tyler Tech - Executime		
	Price Per Employee/Per Month	Monthly Cost	Annual Cost	Price Per Employee/Per Month	Monthly Cost	Annual Cost
Service						
Timekeeper Licenses (based on 800)	\$2.75	\$2,200.00	\$26,400.00	\$3.13	\$2,500.00	\$30,000.00
WFR Accruals	Included	Included	Included			No Info Provided
WFR Leave	Included	Included	Included			No Info Provided
Advanced Scheduler (30)	\$0.91	\$27.30	\$327.60	\$62.50	\$1,875.00	\$22,500.00
Implementation Fee / Training		One Time Fee	\$7,500.00		One Time Fee	\$47,000.00
			\$26,727.60			
Materials						
	Price	HCMA Discount	Cost	Price	HCMA Discount	Cost
InTouch Clock Type - Badge Reader (One Time Cost) 60 Qty Clocks	\$3,745.00		\$108,000.00		Included	\$152,700.00
60 Qty Clocks	\$4,395.00		\$135,000.00		Included	\$152,700.00
Clock Maintenance						
			Annual Cost			Annual Cost
Annual Maintenance Cost			\$12,600.00			\$13,750.00
Grand Total Annual Cost			\$39,327.60			\$52,500.00
Grand Total One Time Cost			\$115,500.00			\$199,700.00

Based on cost, functionality, employee preference and references, staff jointly recommends Kronos.

Process Timeline:

- 2015 Tyler selects Executime as partner for RFP submission to HCMA
- 2015 HCMA enters into contract for \$100,000 with Executime
- 2016 ERP implementation, no progress on Time and Attendance
- 2016 December Demos of Tyler Executime and Kronos
- 31-Dec-16 Feedback from all staff 97% selection preference of Kronos
- Jan-17 Reference checked and solidified pricing
- Feb-17 Technology Requirements Confirmed
- Mar-17 Clock needs confirmed and solidified pricing
- Apr-17 Working Demo for all Parks and AO
- May-17 Finalized all pricing for Executime and Kronos
- Jun-17 Successful release from Executime Contract
- Jul-17 Official Recommendation to Board for Kronos Selection

Difference	3 Year Contract
\$ 3,600.00	\$ 10,800.00
\$ 22,172.40	\$ 66,517.20
\$ 39,500.00	\$ 118,500.00
\$ 44,700.00	\$ 134,100.00
\$ 1,150.00	\$ 3,450.00
\$ 13,172.40	\$ 39,517.20
\$ 84,200.00	\$ 84,200.00
<b>TOTAL</b>	<b>\$ 123,717.20</b>
<b>Annualized</b>	<b>\$ 41,239.07</b>



# Kronos Cloud Customers



# Estimated Direct Cost Savings of Automating with Kronos

Accrued Leave Inflation	\$ 64,355
Unscheduled/Incidental Absence	\$ 59,160
Pay Inflation and Gaming	\$ 51,314
Reducing Administrative Hours	\$ 90,000
Overtime Reduction (incremental)	\$ 18,024
Manual Calculation and Input Error	\$170,000
Front-line Manager Productivity	\$171,500
Extended Leave	\$ 25,879
<b>Total Savings</b>	<b>\$650,233</b>

# Estimated Costs : Timekeeping, Accruals and Leave 800

Module	Price per Employee/ per month	Monthly Cost	Annual Cost
Timekeeper Licenses	\$2.75	\$2,200	\$26,400
WFR Accruals	Included	Included	Included
WFR Leave	Included	Included	Included
WFR Advanced Scheduler (30)	.91	\$27.30	327.60
<b>Total</b>			<b>\$26,727.60</b>

Implementation	One Time Fee
Implementation Fee	\$7500.00
Training	Included
<b>Total one Time Fee</b>	<b>\$7500.00</b>

InTouch Clock Type	Number of Clocks	Discounted Per Unit Price (One Time Fee)	Annual Support per Unit (Depot)
Badge Reader	\$3745	\$1797.50	\$285
Proximity Reader	\$4395	\$2147.50	\$285

Promotion:

- 90 Day Deferred Billing
- Locked pricing for duration of contract. No Annual increase (\$4,484 value)
- If agree to do a Case Study, you will receive 1 ticket to KronosWorks (\$1500 Value)



# Implementation Timeline

Team Leaders: Randy Rossman, HR Manager and Michelle Cole, CFO



## Timeline for Workforce Ready Time Keeping Implementations

	Plan Weeks 1-2	Assess Weeks 3-4	Solution Build Weeks 5-6	Test & Certify Weeks 7-9	Deploy & Support Weeks 10-12	Value Added Modules Weeks 13+
CUSTOMER	<ul style="list-style-type: none"> <li>• Attend welcome program</li> <li>• Attend required meetings</li> <li>• Communicate goals and success criteria</li> <li>• Attend discovery training</li> <li>• Standardize policies</li> <li>• Complete assessment deliverables</li> </ul>	<ul style="list-style-type: none"> <li>• Complete discovery documents</li> <li>• Extract data from legacy systems and provide data imports</li> <li>• Attend training</li> <li>• Attend assessment meetings</li> <li>• Assist with finalizing project plan</li> <li>• Develop test cases</li> <li>• <b>Review and sign-off solution design</b></li> </ul>	<ul style="list-style-type: none"> <li>• Prepare for testing</li> <li>• Training</li> <li>• Provide data imports</li> <li>• Configure and mount time clocks</li> <li>• Attend administrative training</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct user acceptance testing</li> <li>• Document testing outcomes</li> <li>• Communicate testing issues</li> <li>• Retest configuration changes</li> <li>• Prepare for system cutover</li> <li>• Roll out end user training</li> <li>• <b>Solution acceptance sign-off</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Go live</b></li> <li>• Process 1st payroll</li> <li>• Process 2nd payroll</li> <li>• <b>Production live sign-off and acceptance</b></li> <li>• Transition to global support</li> <li>• Project close</li> </ul>	<ul style="list-style-type: none"> <li>• Based on modules purchased additional discovery documents, assessment meetings, training, testing, validation and deployments may be needed</li> </ul>
KRONOS	<ul style="list-style-type: none"> <li>• Sales-to-service transition</li> <li>• Project team kick-off and introduction</li> <li>• Project planning and resource scheduling</li> </ul>	<ul style="list-style-type: none"> <li>• Assessment workshops</li> <li>• Solution design</li> <li>• Testing requirements workshop</li> <li>• Facilitate solution design acceptance review</li> <li>• Finalize project plan</li> <li>• Train testing team</li> <li>• <b>Review and sign-off solution design</b></li> </ul>	<ul style="list-style-type: none"> <li>• Configuration/building solution</li> <li>• Unit test solution</li> <li>• Facilitate testing preparation meeting</li> <li>• Complete data imports</li> </ul>	<ul style="list-style-type: none"> <li>• Support customer testing</li> <li>• Investigate and resolve identified issues</li> <li>• Prepare for deploy and support</li> <li>• <b>Solution acceptance sign-off</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Go live</b></li> <li>• 1st payroll — support</li> <li>• 2nd payroll — support</li> <li>• <b>Production live sign-off and acceptance</b></li> <li>• Transition to global support</li> <li>• Project close</li> </ul>	<ul style="list-style-type: none"> <li>• Based on modules purchased additional discovery documents, assessment meetings, training, testing, validation and deployments may be needed</li> </ul>

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Report – Draft Lake St. Clair Master Plan  
Date: July 6, 2017

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

That the Board of Commissioners' receive and file the draft Lake St. Clair Metropark Master Plan as presented by Manager of Planning Nina Kelly and staff.

Following the meeting, the draft will be posted on the Metroparks website for public review and comment. Approval of the final plan will be requested by the Board at the Aug. 10, 2017 meeting.

**Attachment: Draft Lake St. Clair Master Plan**





**DRAFT**

# LAKE ST. CLAIR MASTER PLAN





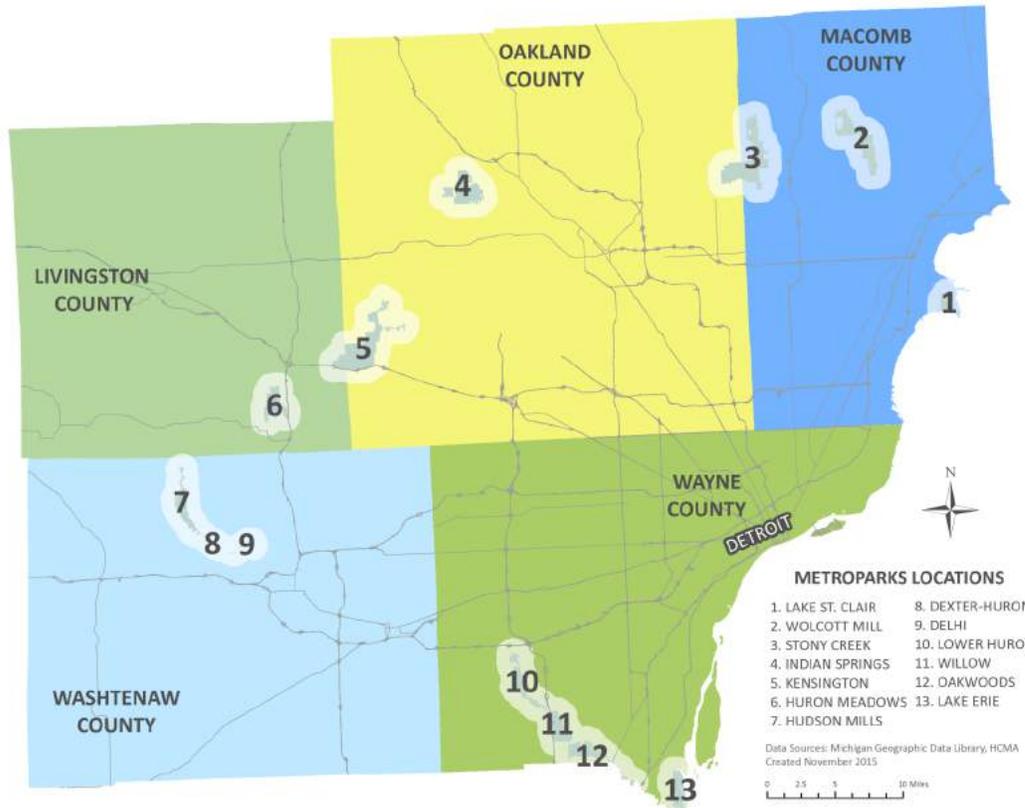
# Table of Contents

<b>INTRODUCTION</b>	<b>5</b>
ABOUT THE METROPARKS	5
ADMINISTRATION & OPERATIONS	6
PLANNING PROCESS	7
<b>LAKE ST. CLAIR TODAY</b>	<b>8</b>
CHARACTER	8
LOCATION	10
BIODIVERSITY AREAS	11
CULTURAL HISTORY	13
INFRASTRUCTURE	15
FACILITIES & CENTERS	18
LAND	20
WAYFINDING	22
TRAILS	23
ACCESSIBILITY	25
<b>REVENUE</b>	<b>27</b>
REVENUE SOURCES	27
VISITORS	28
PROGRAMS & EVENTS	29
<b>COMMUNITY INFLUENCES</b>	<b>30</b>
POPULATION	30
PROJECTS & INITIATIVES	32
<b>PUBLIC INPUT</b>	<b>34</b>
OUTREACH PROCESS	34
RESULTS	35
<b>ACTION PLAN</b>	<b>38</b>
NEEDS & OPPORTUNITIES	38
PROJECT LIST	39
PLANS, STUDIES, & INITIATIVES	43
KEY PROJECTS	46



# INTRODUCTION

## About the Metroparks

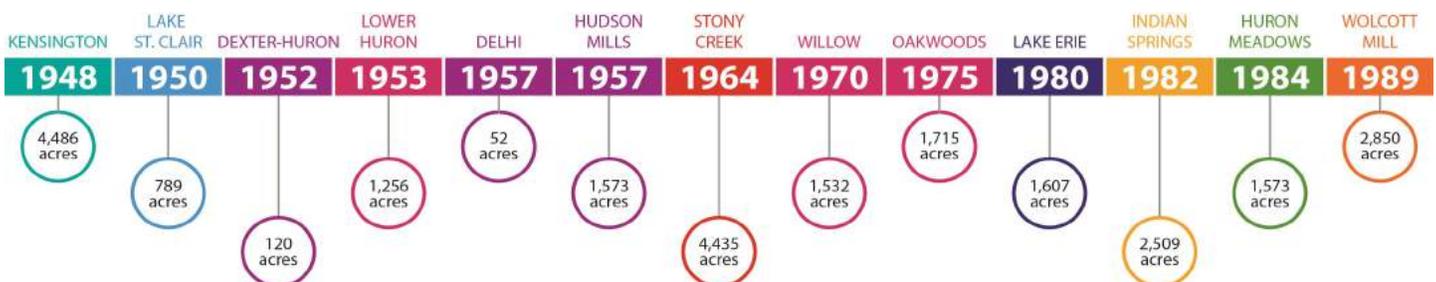


The Huron-Clinton Metropolitan Authority was sanctioned by the Michigan State Legislature in Act No. 147 of the Public Acts of 1939. Named after the two longest rivers within its boundaries, the Huron-Clinton Metropolitan Authority is a regional park agency consisting of 13 Metroparks encompassing approximately 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 .2141 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.

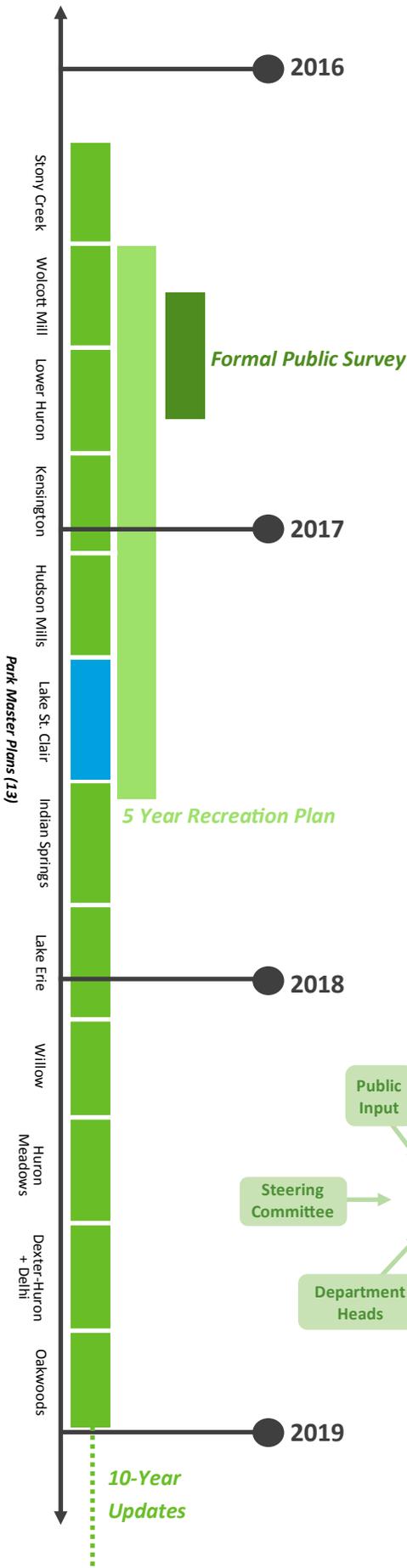
**Operational Departments** facilitate the day-to-day operations of the parks, making sure patrons have enjoyable and educational visits. They include Maintenance and Interpretive Services.

**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 Lake St. Clair in 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 Lake St. Clair and 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 six 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 Lake St. Clair Master Plan met on 3/9/2017



# LAKE ST. CLAIR TODAY

## Character

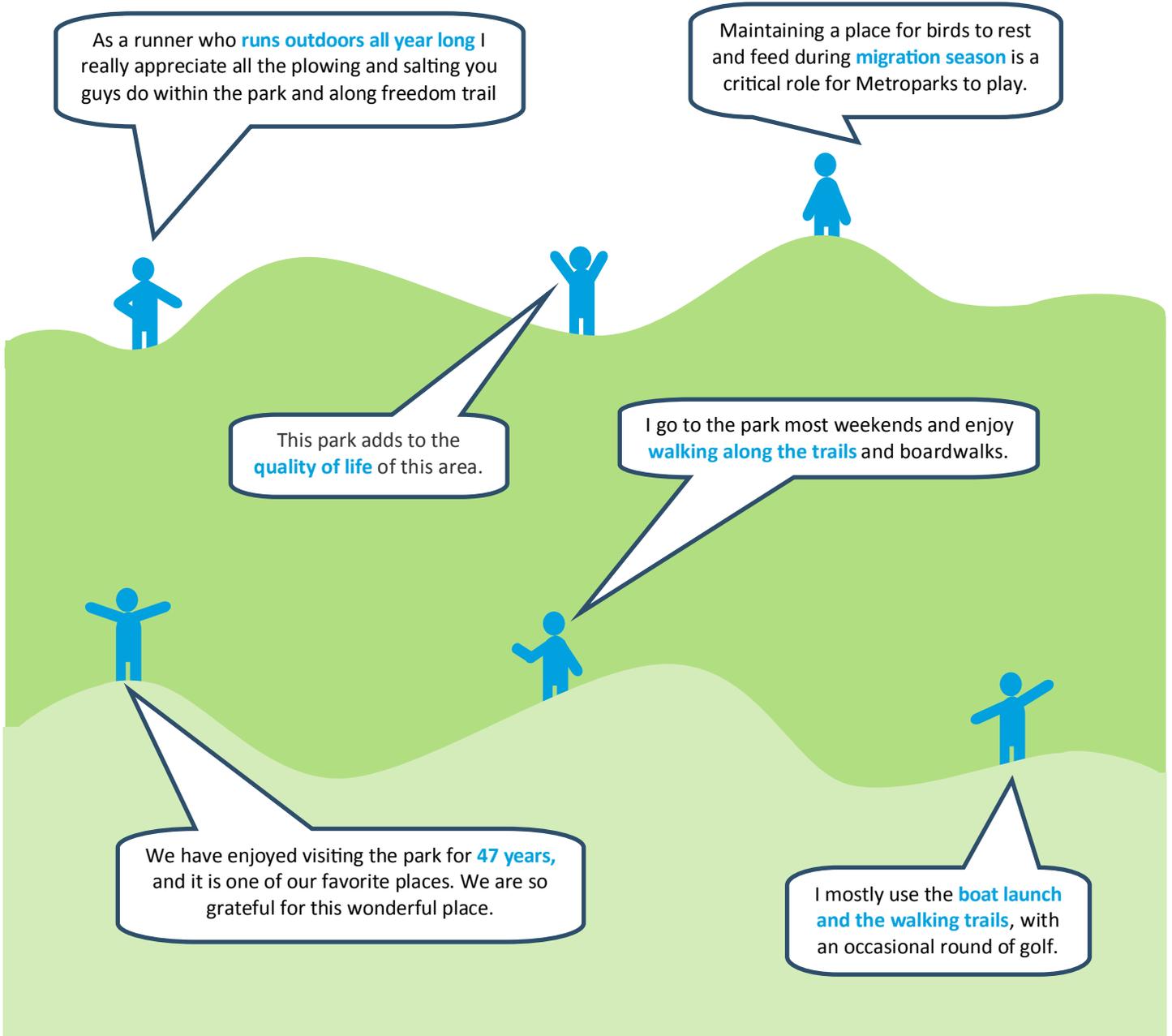
The following responses to our questionnaire highlight the many facets of Lake St. Clair that form a unique experience. Visitors appreciate the wide range of recreational activities available at the park, especially those related to the lake, wildlife, and trails. They see it as contributing to the surrounding community.

## NEEDS

Continue to draw diverse range of visitors to the park

Build on park character to attract new visitors

## OPPORTUNITIES



As a runner who **runs outdoors all year long** I really appreciate all the plowing and salting you guys do within the park and along freedom trail

Maintaining a place for birds to rest and feed during **migration season** is a critical role for Metroparks to play.

This park adds to the **quality of life** of this area.

I go to the park most weekends and enjoy **walking along the trails** and boardwalks.

We have enjoyed visiting the park for **47 years**, and it is one of our favorite places. We are so grateful for this wonderful place.

I mostly use the **boat launch and the walking trails**, with an occasional round of golf.



# Location

Lake St. Clair Metropark is located in Macomb County, on a peninsula jutting into Lake St. Clair. All of the park is within Harrison Township. It is located just south of Selfridge Air Base and the mouth of the Clinton River. The northern portion of the park contains the Black Marsh, with flows through Black Creek into the lake.

At its northernmost extent, Lake St. Clair Metropark reaches South River Road, to the west it runs along Jefferson Avenue, its eastern boundary is the Black Creek, and to the south it extends to Lake St. Clair. The park is situated in the Clinton River East subwatershed which covers the final stretch of the Clinton River before discharging into Lake St. Clair.



**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 Lake St. Clair.

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



NEEDS

Better educate the importance of preserving important cultural features

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

OPPORTUNITIES



Land surrounding what is now Lake St. Clair Metropark, 1929



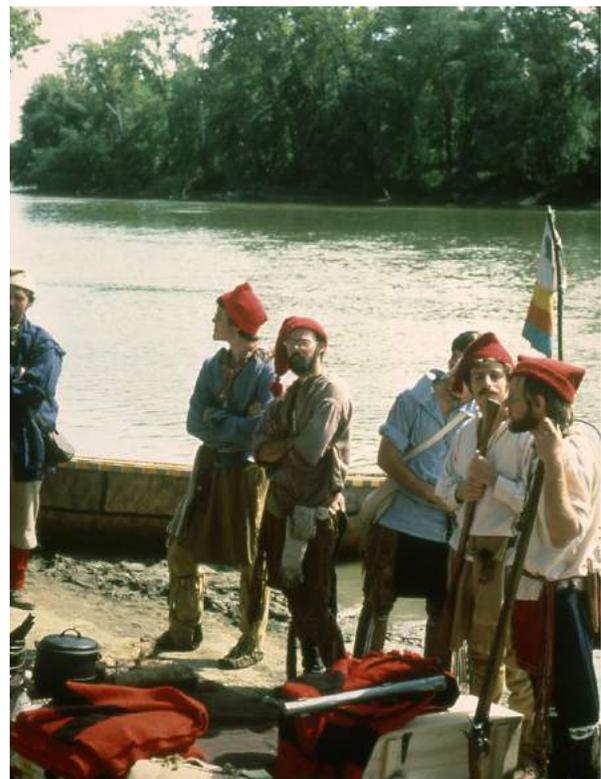
Common Tern

# Cultural History

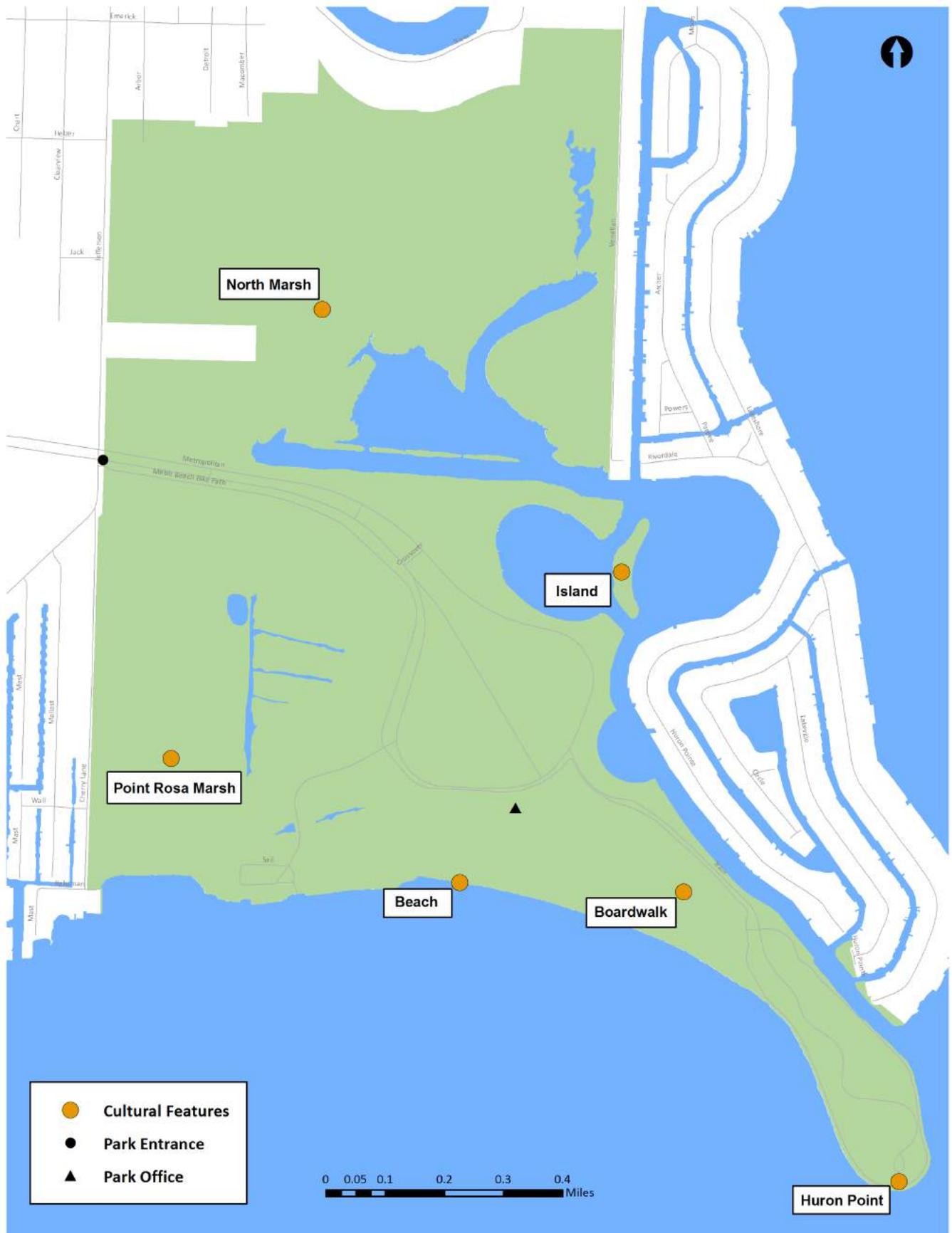
## Voyageurs in the Marsh

The majority of Lake St. Clair Metropark property was a Great Lakes Coastal marsh. It was used by Native Americans and early settlers for fishing, hunting, and trapping. Because the soil was mostly wetland within the boundaries of the park, there were not permanent homesteads. The sandy ridge naturally created a beach that was an important resting place for travelers in canoes and for migrating birds. Various rare species of birds such as the now endangered Piping Plover and now threatened Common Terns nested on the point and the island.

Journals and records remain from Henry Schoolcraft and David Bates Douglas from a stop at Huron Point during their Voyageur Canoe expedition to the upper Great Lakes.



Reenactors of the Voyageur landing at Lake St. Clair Metropark



# Infrastructure

In order to serve the varied needs of park visitors, Lake St. Clair contains a number of buildings, surfaces, facilities, and activity areas. Many of these were constructed years or decades ago, meaning that they may need to be repaired or replaced in the near future.

The infrastructure necessary to maintain the activities available in Lake St. Clair includes roads, parking lots, piers, trails, pipes, utilities, picnic shelters, and much more. Since maintaining infrastructure is costly, it is important going forward to avoid overbuilding and collocate facilities to minimize paving, pipes, and other materials. Although Lake St. Clair Metropark is relatively isolated from other large recreation areas, a goal in the planning process is to ensure that the facilities and infrastructure in the park complement and do not duplicate those nearby.



## NEEDS

Address aging and overbuilt infrastructure

Redevelop park areas to better serve visitors and environment

## OPPORTUNITIES

Lake St. Clair Infrastructure	
Public bldgs / avg age	8 / 43
Service bldgs / avg age	13 / 46
Comfort stations <sup>1</sup> / avg age	6 / 35
Road miles	5.08
Parking lot acreage	36.54
Playgrounds	2
Percent of park mowed	20
Picnic shelters	12
Sand volleyball courts	10
Baseball fields	1
Fishing platforms	2
Tennis courts	4
Ice skating rinks	2
Basketball courts	4
Public canoe/kayak launches	1





## Lake St. Clair Today



## Facilities & Centers

Lake St. Clair 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.

### Pool and Squirt Zone

Lake St. Clair Metropark offers a variety of water recreation opportunities, including a splash pad that is free and open to the public and an Olympic-size pool with a water slide and floating obstacle course.

### Beach

The former namesake of this Metropark, the beach on the shores of Lake St. Clair has been drawing crowds for summer recreation and relaxation for decades. In recent years the water quality of the lake has been a concern.

### Par-3 Golf Course

This course serves beginners, children, families, and experienced golfers practicing their short game. With gorgeous views of the shoreline and park amenities easily accessible, it is perfect for spending a morning outside.

### Playground

The playground is an important facility for families visiting Lake St. Clair Metropark. The previous structure was dated and at the end of its useful life. Currently construction is underway to replace it with a modern play area, complete with adult fitness equipment.

### Nature Center

The Nature Center includes interpretive exhibits that allow visitors to delve into the rich ecosystems of the marshes and lake. Trails extending from this building facilitate nature hikes and birdwatching.

### Activity Center

The Thomas Welsh Activity Center hosts park events and is available to rent for meetings, parties, weddings, and other events. Its glass walls provide a beautiful view of the lakefront.



## Lake St. Clair Today

The Metroparks are moving towards a more data-driven approach to developing 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 Lake St. Clair. Relatively few of these facilities and programs are available in the five-mile radius around the park, with the exception of sports courts. This may present opportunities for Lake St. Clair to meet the recreational needs of the area in new ways moving forward.

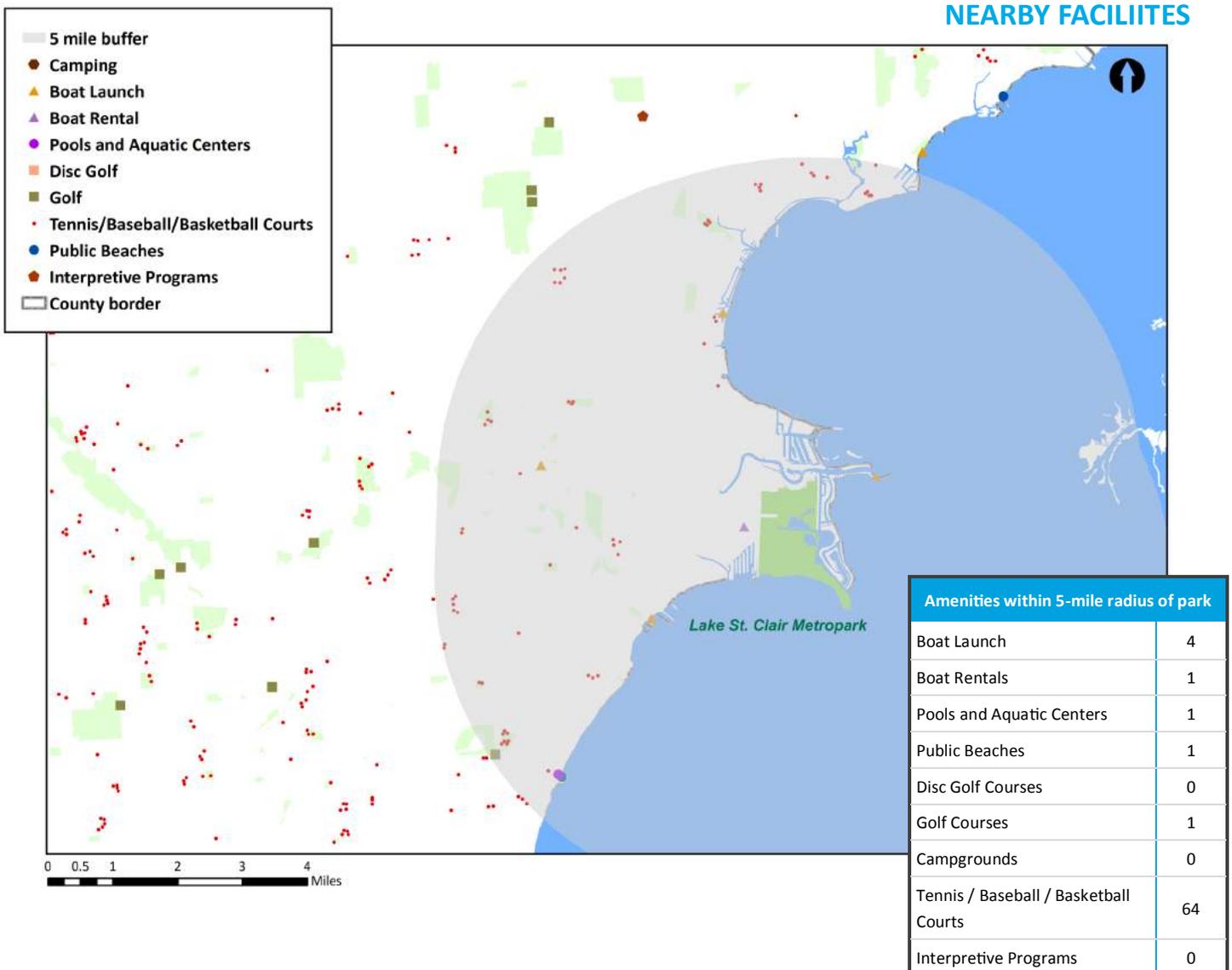
### NEEDS

Identify areas of facility duplication for repurposing and consolidation

Provide unique recreational facilities to draw visitors from across the region

### OPPORTUNITIES

### NEARBY FACILITIES



### NEEDS

Work with county and local communities to address any park boundary issues

Create good working relationship with neighbors and partner organizations

### OPPORTUNITIES

#### Grants

Over its history Lake St. Clair has received several grants from the DNR for land acquisition, trail development, and more. The land specified as the project area of those grants was encumbered in perpetuity—meaning it may never be converted into a private or non-recreational use. All of Lake St. Clair is encumbered, as shown on the following page.

The generous grants from the DNR and other sources have allowed Lake St. Clair Metropark to develop the high-quality recreation it offers to the public today.



#### Encroachments

The Planning Department has worked with Lake St. Clair park staff to identify external encroachments on park boundaries. These include private development on park property, dumping waste, and 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.

Since Lake St. Clair abuts several residential areas, it is important to work with neighbors to discourage illegal paths into the park and identify areas where a formal pedestrian entry point may be necessary to serve a neighborhood.

#### Informal Access Points

Certain spots on the park border are open to pedestrian access but not formally designated as an entrance. These must be monitored and considered in the planning process. Individuals may park on adjacent streets and enter the park on foot, affecting the tolling revenue of the park and potentially causing negative traffic impacts on the surrounding neighborhood.

#### Easements

Lake St. Clair contains various utility easements, meaning that utility providers are allowed to use certain sections of land to run power lines or other equipment, in order to provide service to the surrounding area. In the future, the Metroparks will collaborate with surrounding municipalities and agencies to link into existing utilities rather than building park-specific utilities—thus furthering the vision of a lean, efficient park system.

#### Adjacent Property Uses

Property uses surrounding the park include residential and commercial. Much of the park is bordered by the lake or its waterways, which see frequent boat traffic from nearby neighborhoods.





# 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 Lake St. Clair, 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.

## 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

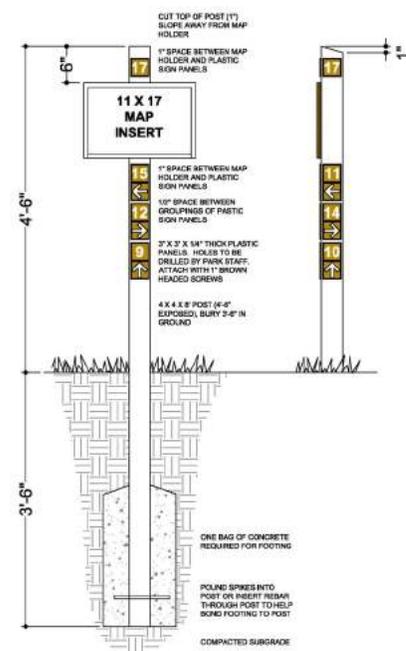
For many people, the easiest way to orient oneself in a new environment is through use of a map. For greater ease of use, all new trail wayfinding signs will include a map marked with a "you are here" symbols and the location of important park features and amenities.

## NEEDS

Replace outdated, confusing, inconsistent signs

Create consistent, convenient wayfinding system to give visitors confidence

## OPPORTUNITIES



# Lake St. Clair Today

## 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.



Trail Type	Miles in park	Allowed Uses	Prohibited Uses	Surface
<b>Shared-Use Trail (Hike-Bike Trail)</b>	3.74	Non-motorized traffic and pets.	Horses and motorized vehicles such as golf carts, scooters and hover-boards.	10' wide, typically asphalt, some small sections may be concrete or boardwalk.
<b>Nature Trail</b>	2.14	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>Cross-Country Ski Trail</b>	1.85	Cross-country skiing only. Many are used for other activities during the summer.	Motorized vehicles, snowshoes, hiking, bikes, horses and pets.	Snow covered.

Lake St. Clair includes a scenic shared use trail wrapping around the point, with views all the way to downtown Detroit. At the park entrance it connects to the Freedom Trail, which extends for ten miles along Metro Parkway. This also connects into the Clinton River Spillway Trail, providing an extended recreational opportunity for cyclists, runners, and walkers.



# Accessibility

To remain compliant with the Americans with Disabilities Act, the Metroparks are responsible for ensuring that 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 the less accessible park amenities, so that all guest can enjoy the park. A survey of several areas has resulted in a list of accessibility issues present at Lake St. Clair Metropark. 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
Boat Launch	1	Accessible walk needed to excursion boat pickup point. Suggest an accessible kayak launch.
Nature Center/ Nature Trails	2	Restrooms need to be updated for accessibility. One nature trail needs surface improvements.
Sand Volleyball/ Baseball field	3	Accessible walk needed to sand volleyball courts and the baseball field.
Daysail	4	Accessible parking spaces should be relocated.
Picnic Shelters	5	Creek View, Seawall, West Beach, and Boardwalk picnic shelters do not have accessible walks.
Huron Point Playground	6	Huron Point playground is not accessible.
Parking	7	Issues with ADA parking spaces at staff parking lot behind office.
Picnic Tables	Parkwide	Picnic tables need to be evaluated throughout park. No accessible grills are located in the park

By working with the ADA Checklist provided by the ADA National Network and the Institute for Human Centered Design, the Metroparks are able to prioritize accessibility improvements of park entrances, services, public restrooms, and other park amenities. The areas mentioned, in addition to others, were identified using the recommended methods for all HCMA parks.



# REVENUE

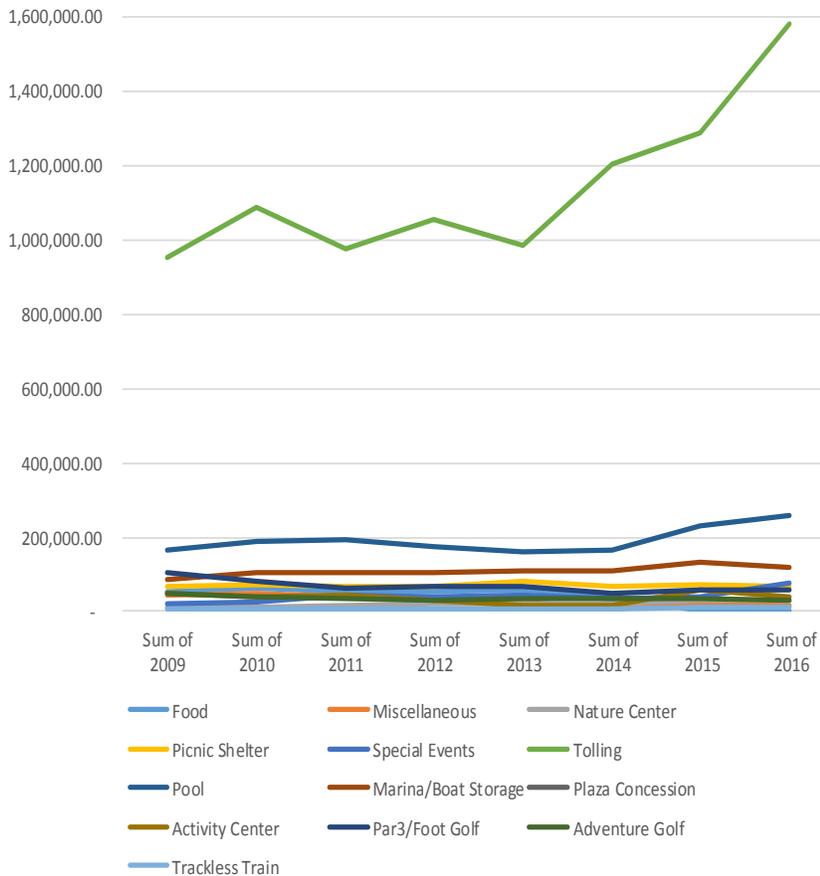
## Revenue Sources

### NEEDS

Diversify sources of revenue

Offer new and exciting activities/ programs to visitors to both boost tolling and gather user fees

### OPPORTUNITIES



The Metroparks 2016 General Fund revenue equaled \$50,531,202. Lake St. Clair’s 2016 operations revenue was approximately \$2,293,271, comprising 4.5% of all Metroparks revenue.

Lake St. Clair’s budgeted 2017 operations revenues are \$2,468,150, while estimated 2017 operations expenses are \$4,324,484. Property tax and other revenue will subsidize 43% (\$1,856,334) of the Lake St. Clair operating budget.

As the chart illustrates, the vast majority of revenue (approximately 69%) comes from park entrance tolling.

### 2016 Operations Revenue

Revenue Source	2016 Total	% of Revenue	Revenue Source	2016 Total	% of Revenue
Tolling	1,581,099	68.9	Shuttle Bus	9,060	0.4
Par 3/Foot Golf	57,797	2.5	Marina/Boat Storage	119,236	5.2
Adventure Golf	29,308	1.3	Nature Center	28,612	1.2
Pool	257,469	11.2	Activity Center	41,072	1.8
Special Events	78,364	3.4	Plaza Concession	6,256	0.3
Picnic Shelter	67,080	2.9	Miscellaneous	17,918	0.8

**TOTAL: 2,293,271**

# Revenue

## Visitors

Lake St. Clair Metropark is a regional park and can draw from the approximately 3,412,193 Michigan residents 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.

Vehicle entries to Lake St. Clair Metropark have hovered between 360,000 and 460,000 since 2009, fluctuating through the years but facing a slight decline overall. Weather often plays a role in attendance to the park; activity areas greatly affected by weather are the trails, beaches, marina, boat launch, nature center and golf course. This may explain the dips in attendance visible in 2011 and 2014.

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.



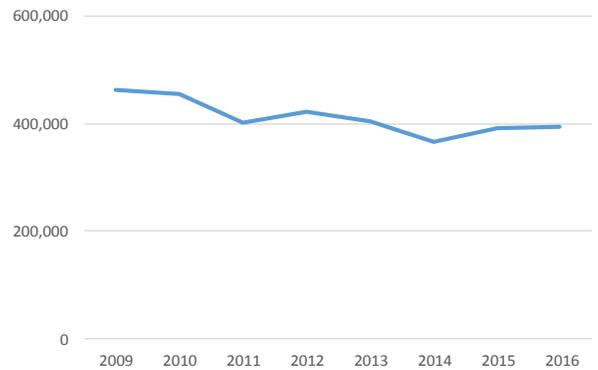
### NEEDS

Target market strategy

Take advantage of proximity to urban population to grow revenue and system awareness

### OPPORTUNITIES

VEHICLE ENTRIES YEAR 2009-2016



Lake St. Clair Metropark 30-Mile radius



Revenue

# Programs & Events



Dickens Christmas



Voyageur Canoe Program



Interpretive Hike

## NEEDS

Increase revenue and visitation

Build on enthusiasm of Lake St. Clair visitors with exciting, engaging programs and events

## OPPORTUNITIES

Lake St. Clair hosts dozens of events each year, organized either by park staff or outside groups. Many of these are interpretive programs for both children and adults to explore the natural and cultural assets of the park. Some promote artistic enrichment, and others encourage physical activity or advocate for a cause. The Nature Center hosts a full schedule of programs throughout the year achieved with countless hours donated by volunteers. Currently interpretive programs take place in and around the marshes and on the nature trails. A series of popular events that offer a unique experience include the free Sunday Concerts hosted at the Thomas Welsh Activity Center and the Summer Discovery Cruises.

Other Recent events include:

- Full Wolf Moon
- Family Nature Club: Winter Birds
- Owl Festival
- Evening Voyageur Canoe
- Morning in the Marsh Canoe
- Birds 'n' Brunch
- River Day: Explore the Wetland by Canoe
- River Day: Marsh Boardwalk Hike
- Family Nature Club: Seeing Snakes
- Science Olympiad: Arthropods
- Snow Painting
- Spring Break Hoots
- Earth Day Clean-up
- Migration Day– Welcome Back Birds!
- Nature Explorer's Camp

# COMMUNITY INFLUENCES

## Population

The population of the communities surrounding Lake St. Clair is aging rapidly and changing in mobility. The percentage of households without access to an automobile is rising in the region, Macomb County, and at a somewhat slower rate, Harrison Township. 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.

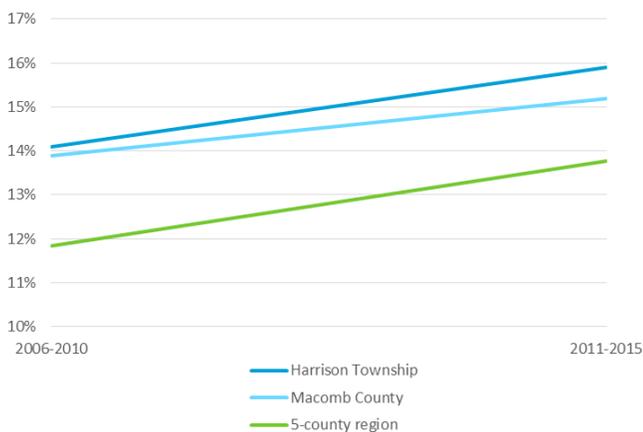
The percentage of individuals over 65 years of age is rising quickly in the region, Macomb County, and Harrison Township. The township is seeing this growth more dramatically than the county as a whole. Older adults have distinct needs, often requiring accommodations for mobility and accessibility of 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.

### NEEDS

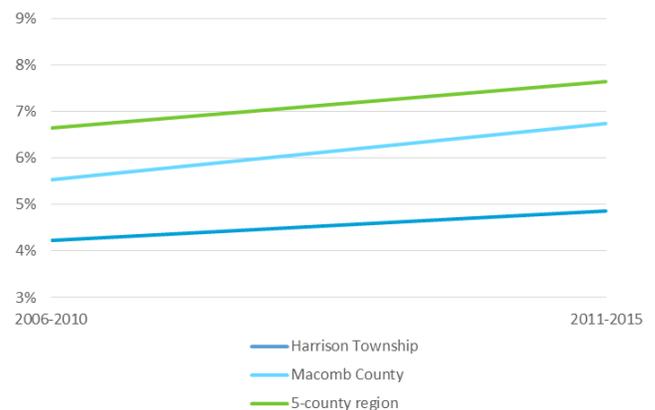
Address changing needs of new population demographics

Draw new users with a connected, accessible, welcoming and safe park environment

### OPPORTUNITIES



CHANGE IN PERCENT OF POPULATION OVER 65 YEARS, FROM 2006-10 through 2011-15 (Source: US Census American Community Survey)



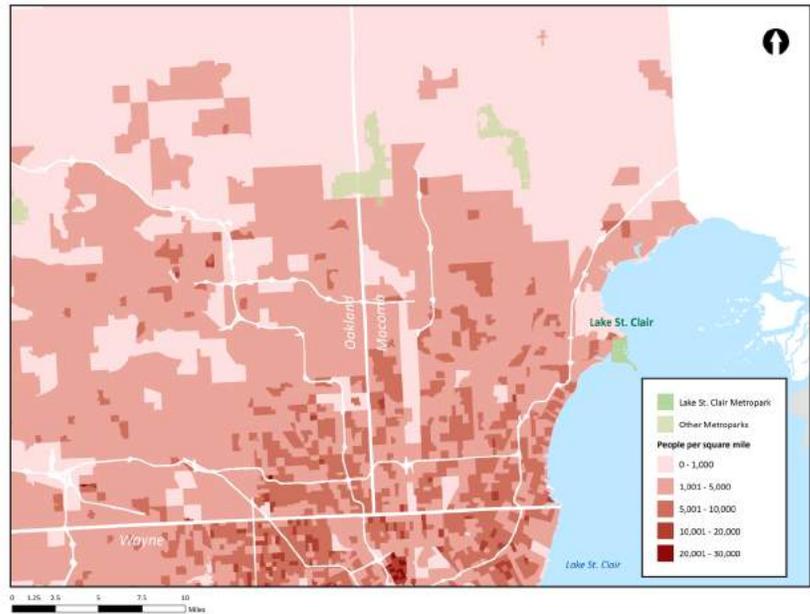
CHANGE IN PERCENT OF HOUSEHOLDS WITH NO CARS AVAILABLE, 2006-10 through 2011-15 (Source: US Census American Community Survey)

## Community Influences

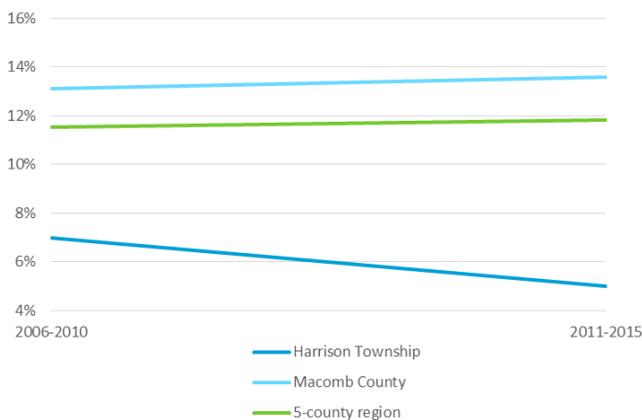
As shown below, Lake St. Clair is located in a denser area than many other Metroparks, at the end of the chain of higher population areas following I-94. The areas directly bordering the park have an average population between 1,001 and 5,000 people per square mile, and the population center of Mt. Clemens can be found just to the west. The swath of lower population density to the north of the park may be explained by the presence of Selfridge Air Base.

While on average the 5-county region is falling in population density, the population in Macomb County has risen slightly, creating increased demand for recreation in the area. The population of Harrison Township has been relatively constant from 2006-2010 to 2011-2015.

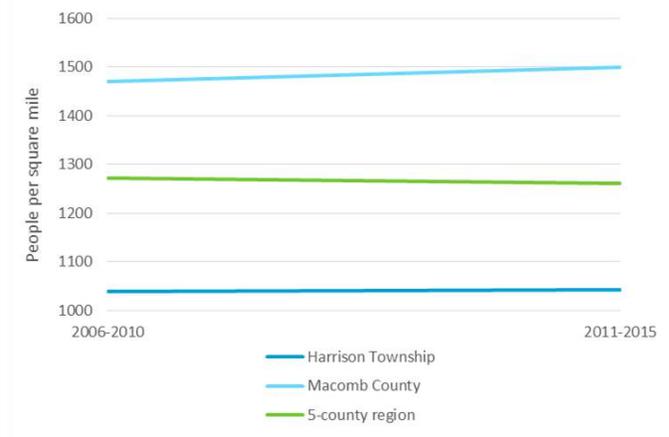
Although most households in the area still speak English as their first language, Macomb County and the region at large are seeing a slight increase in households speaking languages other than English at home. Because of this growing linguistic diversity the Metroparks are working towards more universal signage design, with a focus on easily understandable symbols. Harrison Township does not follow this trend, having decreased numbers of speakers of other languages.



POPULATION DENSITY BY CENSUS TRACT, 2010-14



CHANGE IN PERCENT OF HOUSEHOLDS SPEAKING LANGUAGE BESIDES ENGLISH AT HOME, 2006-10 through 2011-15 (Source: US Census American Community Survey)



CHANGE IN AVERAGE POPULATION DENSITY, 2006-10 through 2011-15 (Source: US Census American Community Survey)

### NEEDS

Improve connectivity within the park and with the community

Create good working relationship with surrounding municipalities

### OPPORTUNITIES

Understanding the goals and plans of municipalities bordering and/or containing Lake St. Clair is essential for a collaborative, comprehensive planning process. Planning staff researched the published master plans and recreation plans of surrounding municipalities, counties, and regional agencies. These provided a basic idea of the direction planned for each, especially regarding land use, development, and recreation.

#### Harrison Township

- Reimagining as denser, more connected, more sustainable place to live.
- Flood risk leads to recommendations for rain gardens and pervious surfaces.
- Maximizing community access to lakefront and other recreation

#### 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

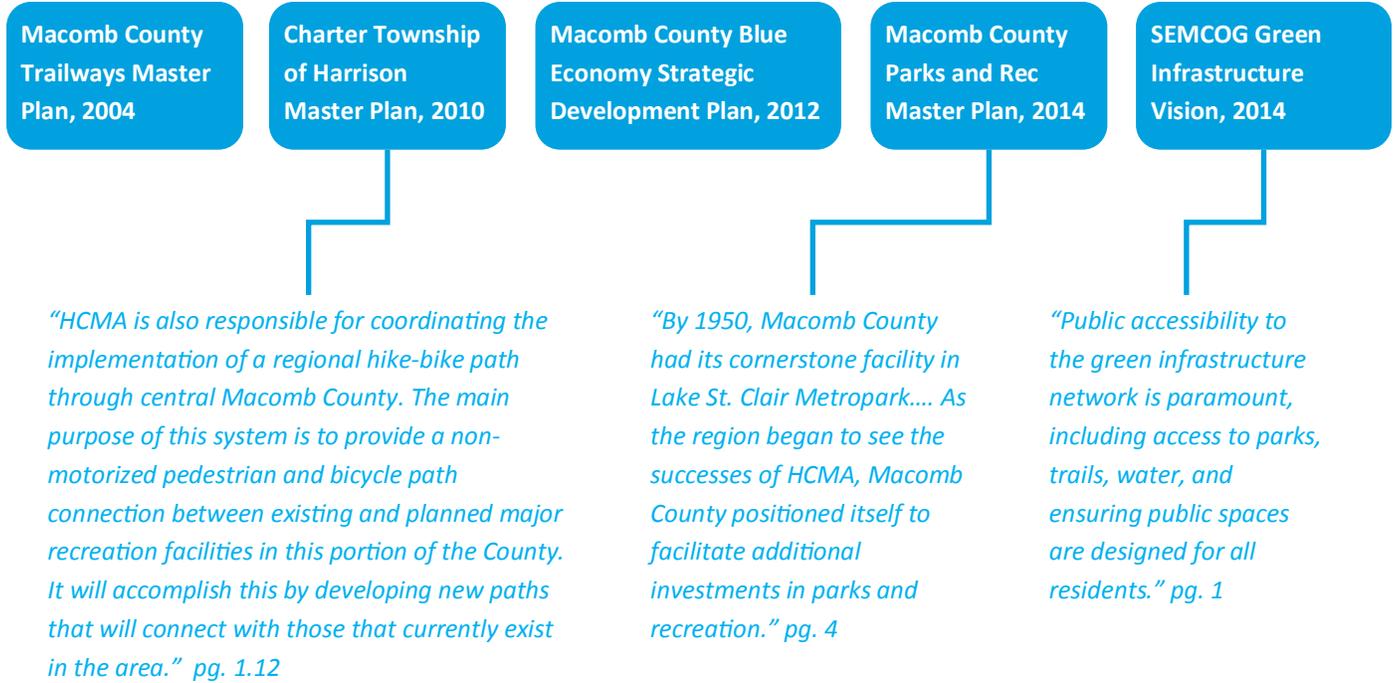


MUNICIPALITY MAP



# Community Influences

## Relevant Planning Documents



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

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

Lake St. Clair 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. Due to this, recreation and green infrastructure plans were also considered in creating the Lake St. Clair 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.



## ← 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. A general park feedback survey was posted online and advertised by Metroparks social media.

These ideas were taken into account, along with staff feedback and other data, in developing initial recommendations. These 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 posted online in July for final public comment, which influenced the final Master Plan sent to the Board of Commissioners for approval in August.

### Public Meeting 1 - 3/25/17

- 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 - 5/20/17

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

## Public Input

# Results

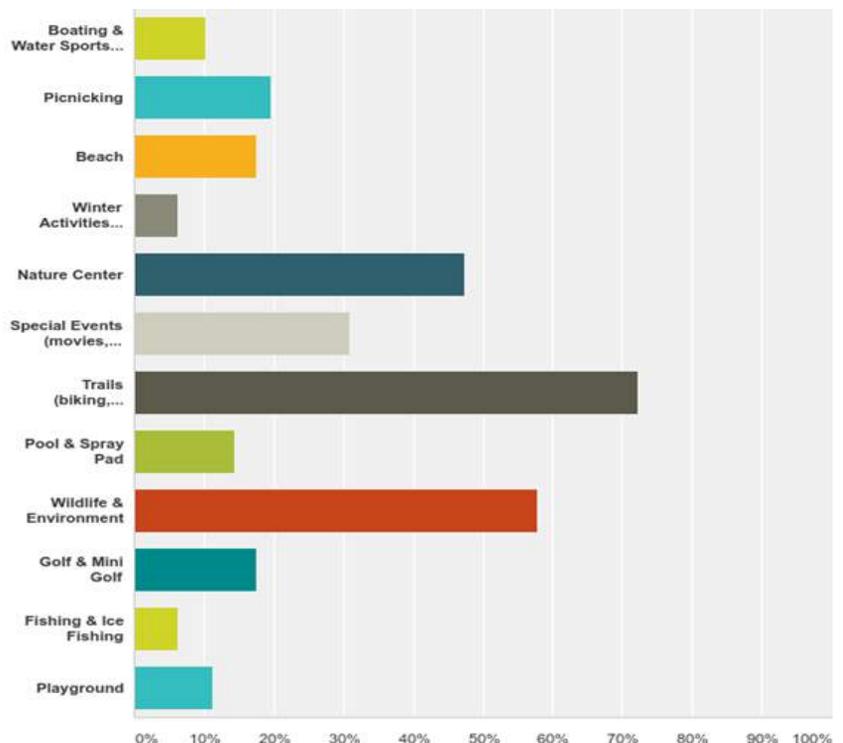
A genuine appreciation for the long history and connection to the local community with this park was a common theme gathered throughout all public participation efforts. However, respondents also acknowledged a willingness to repurpose underutilized facilities and areas of the park with protection of natural resources at the forefront for any changes proposed.

Overall, the most frequent comments indicated a favorable response to both expansion of the hike-bike trail along with continued accessibility improvements and amenities to the existing nature trails. In the pom-pom investment activity, wildlife and the environment led all categories followed by the nature center and trails. The swimming pool and spray pad, fishing, picnicking, and golf/mini golf were all tied in receiving the fewest votes.

In addition, open suggestions often discussed the waterfront and boardwalk. Comments on the waterfront were related to the water quality issues causing beach closures, continued shoreline restoration improvements for shorebirds and fish habitat, along with continued management of the ongoing challenges of organic build up on the beaches. The majority of participants at both public input meetings agreed with improvements to the landmark boardwalk in need of repairs. They commented favorably for a new at grade boardwalk in closer proximity to park amenities and the waterfront.

At the second public meeting, planning staff presented the action plan items for participant input. Participants at this meeting commented in favor of the key projects including the repurposing of the par 3 golf course and the pool/bath house improvements. Additional suggestions included a study of the park entry/fee structure and more year round activities for all ages.

### Q6: What is your favorite part of the park or activity within Lake St. Clair Metropark? (Choose up to 3.)



## Public Input

Planning Department staff also spent two days performing intercept surveys in the field at the park. Park visitors were asked to participate in the questionnaire at strategic activity areas including the nature center, marina, day sail, and plaza. Respondents offered suggestions for the cleanliness of the beach and water sports launch areas, more programming and events at the marina, and better connectivity and marketing of the nature center.

## Questionnaire Response Topics

### Trails

- Improve nature trails
- Add more boardwalk
- Add fitness trail
- Add connector to daysail area

### Environment

- Protection of wildlife habitat
- Add naturalized areas
- Native restoration plantings
- Improve lake water quality
- Tree preservation
- Reduce surface parking lots
- Continue invasive species management
- Environmental regulatory compliance
- Beach cleanliness

### Maintenance

- Maintain beaches and waterfront
- Repair and replace picnic tables

### Programming

- Add more outside concerts
- Advertise on social media
- Support for park volunteers
- Interpretive programs targeting teenagers and young adults
- Schedule more year round events
- More programs/events for all ages
- Add more summer discovery cruises

### Facilities

- Consideration for dog park
- Improve nature center
- Repair/upgrade pool
- Bathrooms closer to activity areas
- Keep shuffleboard
- Improve parking lot
- Consider skate park
- Consider disc golf course

### Safety/Signage

- Improve enforcement of rules
- Promote trail etiquette
- Additional rule signs
- Overall park information

### Access

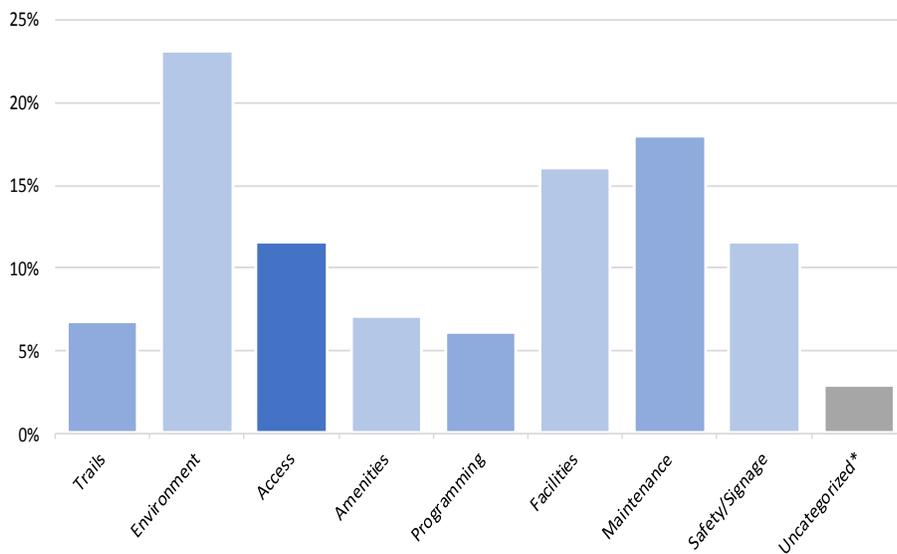
- Reduce costs
- Extend access into water
- Provide more birding areas
- Annual pass entry lane
- Extend park hours
- Public launch for paddlers
- Add bike lanes on roads
- Limit construction in summer
- Discounted park rates
- Expand transit service

### Amenities

- Better concession menu
- Dog amenities
- Explore camping experience
- Water bottle filling stations
- Quality restrooms
- Add benches
- Add observation platform
- Implement trail markers
- Incentives to rent shelters
- More shade at pool
- Larger size and lights for sled hill

This chart shows the distribution of questionnaire response topics, as categorized by planning staff. Some responses fell into more than one category, so they add up to more than 100%.

\*Uncategorized responses lacked specific suggestions or consisted of only positive remarks.



# Public Input

## Participation



### NEEDS

Incorporate variety of opinions and user groups into master plan

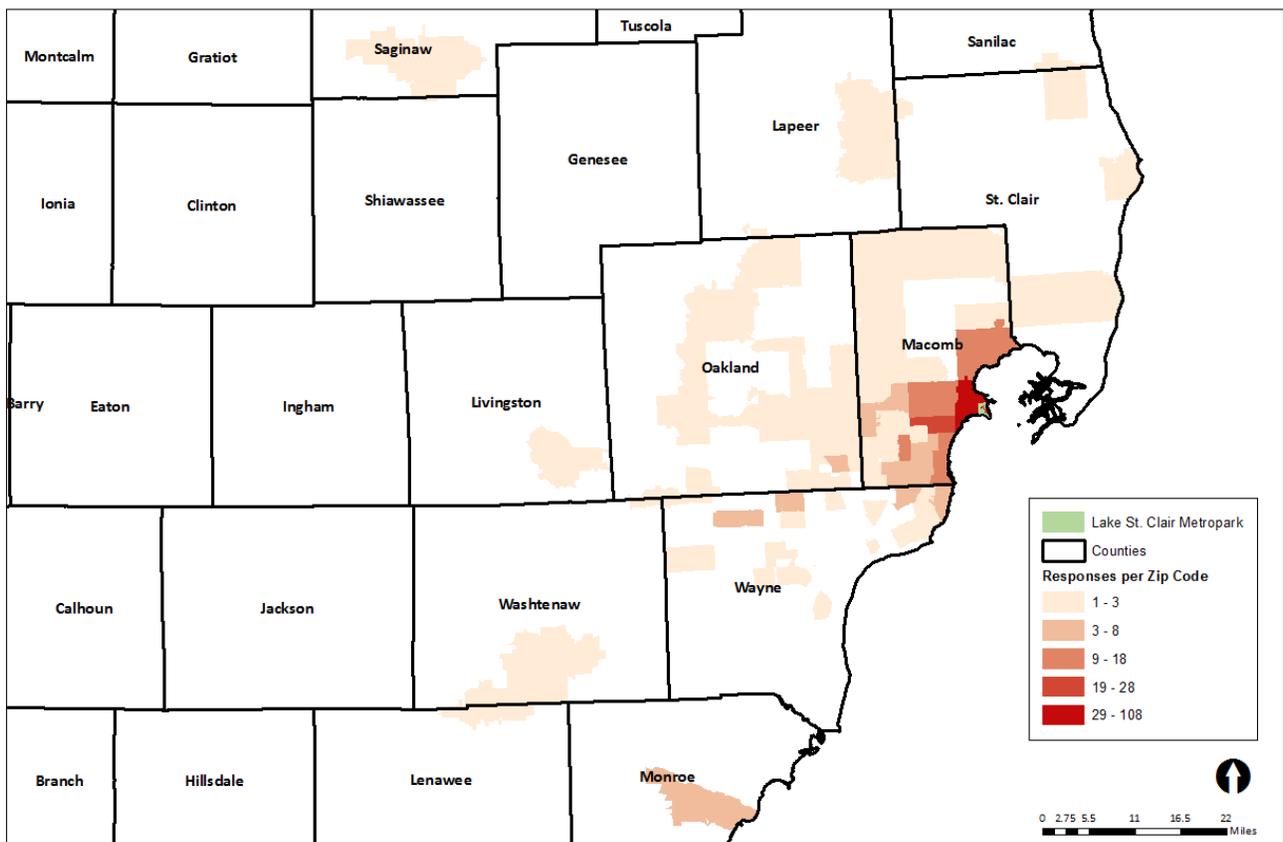
Create vibrant park through robust, transparent public outreach

### OPPORTUNITIES

The Lake St. Clair Master Plan online and hard copy questionnaire received 471 responses and 23 individuals attended the two public meetings. As shown below, the questionnaire drew responses from twelve counties in Michigan, as well as a handful from other states and Canada.



### 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

- Continue to draw diverse range of visitors to the park
- Define and protect areas with important biodiversity features
- Better educate the importance of preserving important cultural features
- Address aging and overbuilt infrastructure
- Identify areas of facility duplication for repurposing and consolidation
- Work with county and local communities to address any park boundary issues
- Replace outdated, confusing, inconsistent signs
- Pursue improvements to park accessibility
- Diversify sources of revenue
- Target market strategy
- Increase revenue and visitation
- Address changing needs of new population demographics
- Improve connectivity within the park and with the community
- Incorporate variety of opinions and user groups into master plan



### Opportunities

- Build on park character to attract new visitors
- Create a resilient network of biodiverse areas in the park
- Draw new visitors with programming/education based on history of park
- Redevelop park areas to better serve visitors and environment
- Provide unique recreational facilities to draw visitors from across the region
- Create good working relationship with neighbors and partner organizations
- Create consistent, convenient wayfinding system to give visitors confidence
- Ensure that users of all abilities feel empowered to take full advantage of the park
- Offer new and exciting activities/programs to visitors of the park to both boost tolling and gather user fees
- Take advantage of proximity to urban population to grow revenue and system awareness
- Build on enthusiasm of Lake St. Clair visitors with exciting, engaging programs and events
- Draw new users with a connected, accessible, welcoming and safe park environment
- Create good working relationship with surrounding municipalities
- 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.

Action Plan

# Large Facilities

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Complete parking lot redevelopment	Engineering	Planning, Operations, NR	Contractors	\$5,000,000	x		
Implement Park Office/Food Bar redevelopment	Engineering	Planning, Operations	Contractors	\$3,000,000		x	
Implement Nature Center renovation strategy	Engineering	Interpretive, Maintenance	Contractors	\$500,000	x		
Implement Pool/Bathhouse improvement plan	Engineering	Planning, Interpretive	Contractors	\$1,000,000		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	
Sealcoat and re-stripe parking lot - old section (prior to completion of redevelopment)	Engineering	Engineering, Operations	Contractors	\$60,000	x		
Resurface basketball court on the Point	Engineering	Operations, Maintenance	Contractors	\$12,000	x		
Develop hike-bike trail connectors from Daysail to the playground (Tot Lot) and to the Playfield area (~2,800 lf)	Engineering	Planning, Operations	Contractors	\$150,000		x	
Implement Maintenance Area redevelopment plan	Engineering	Planning, Maintenance, Operations, NR	Contractors	TBD	x		
Implement West Playfield redevelopment plan	Engineering	Planning, Operations	Contractors	\$80,000	x		
Implement Par-3 Golf Course repurposing plan	Engineering	Planning, Operations, NR		TBD		x	
Implement Adventure Golf redevelopment plan	Engineering	Planning, Operations		TBD		x	
Install comfort station at former roller rink site	Engineering	Planning, Operations	Contractors	\$350,000		x	
Implement North Marina building replacement plan	Engineering	Planning, Operations	Contractors	TBD	x		
Boardwalk repairs (East/West)	Engineering	Operations, Maintenance	Contractors	\$430,000	x		
Rebuild Nature Trail bridges(2)	Engineering	Planning, NR	Contractors	\$160,000	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 (annual)	NR	Operations		\$30,000	x	x	x
Hazardous waste removal (annual)	NR	Operations		\$2,000	x	x	x
Early detection, rapid response. Invasive species surveys and control in high quality natural areas (annual)	NR	Interpretive	NGOs	\$12,000	x	x	x
Conduct prescribed fire in adapted native communities	NR		Contractors	\$4,000	x	x	x
Nuisance animal control	NR		NGOs	\$3,000	x	x	x
North Marsh prairie restoration	NR	Planning		\$30,000	x		
Turtle nesting habitat	NR			\$5,000	x		
Nesting platforms for marsh birds	NR		MDNR/USFWS	\$10,000	x		



# Signage

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Roadside wayfinding/directional signage updates - parkwide	Planning	Maintenance, Operations		\$15,000	x		
Trail wayfinding signage and trailhead improvements– nature trails, hike-bike trail	Planning	Maintenance, Interpretive, Operations		\$5,000	x		
Interpretive signage improvements– nature trails, parking lot stormwater features, marsh	Interpretive	Planning, Operations, Maintenance		\$5,000	x		



Action Plan

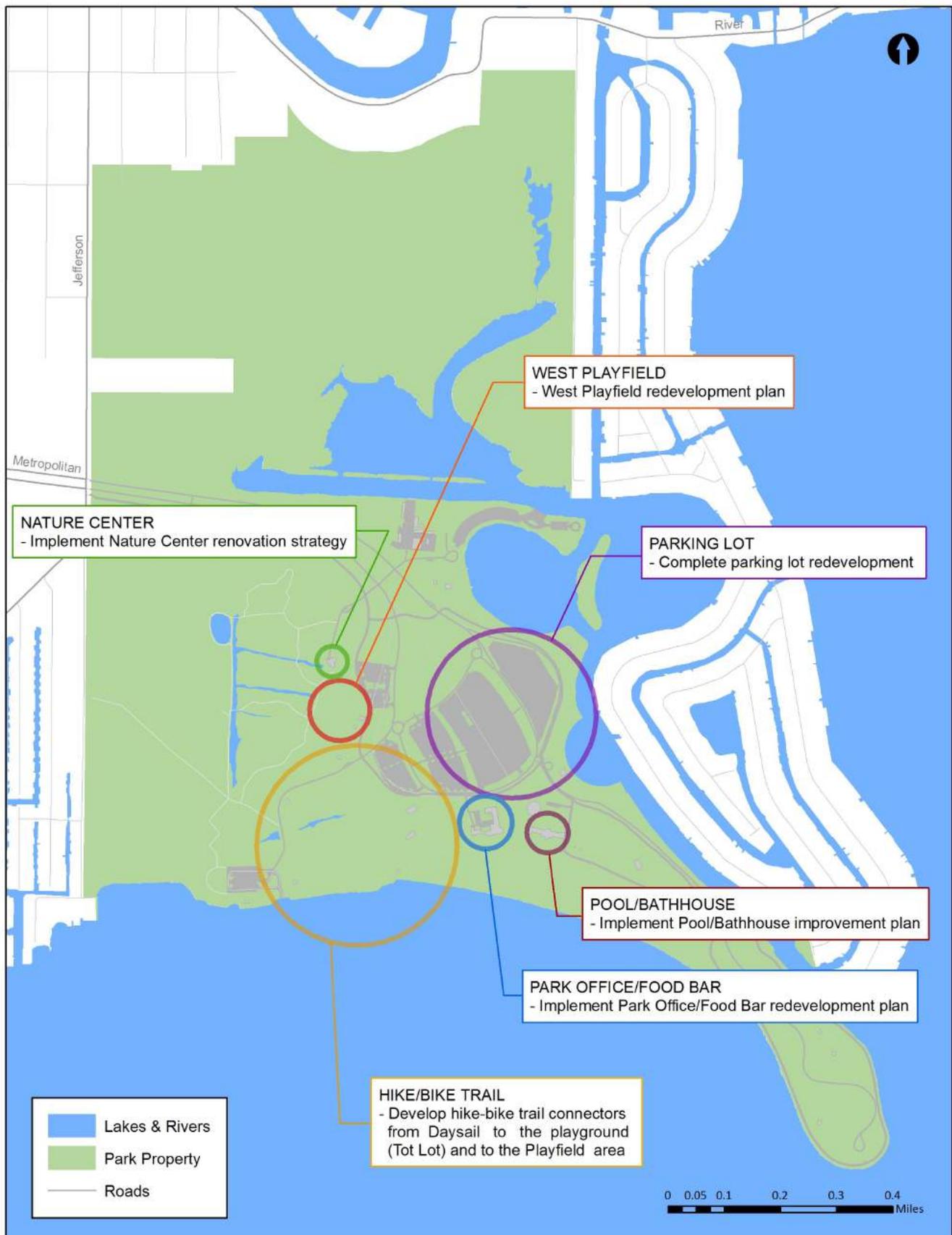
# Area Plans/Studies/Initiatives

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)
Pool/Bathhouse improvement plan: replace piping/mechanical elements, renovate bathhouse, replace slides	Engineering, Planning	Operations, Maintenance		staff time	x		
Park Office/Food Bar redevelopment plan: possible relocation of one or both functions to new facilities	Planning, Engineering	Operations		staff time	x		
Adventure Golf facility strategy: determine future use of the area	Planning	Engineering, Operations		staff time	x		
Par-3 Golf Course facility strategy: determine future use of the area	Planning	Engineering, Operations		staff time	x		
Maintenance Area redevelopment plan: replace buildings, organize site, address stormwater issues	Planning, Engineering	Maintenance, NR, Operations		staff time	x		
Nature Center renovation strategy: replace exhibits, building improvements, site improvements	Interpretive	Engineering, Planning		staff time	x		
North Marina building replacement plan	Planning, Engineering	Operations	Consultant	TBD	x		

## Area Plans/Studies/Initiatives (cont'd)

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Redevelopment plan for North and Shore marinas: determine future use of area, address seawall	Planning, Engineering	Operations, Maintenance	Consultant	TBD		x	
Develop storage solution and annual removal strategy for lake weeds	NR	Maintenance, Engineering, Planning	Contractors	staff time	x	x	x
Sustainability initiatives	NR	Operations, Planning, Engineering		TBD	x	x	x
Establish invasive species control tracking website	NR	Web, IT	MNFI, MISIN	staff time	x		
Stormwater monitoring	NR			\$5,000	x	x	x
Herpetological surveys	NR		NGOs	\$15,000	x	x	x
European Frog Bit control research	NR		Local universities	\$20,000	x		
West Playfield redevelopment plan: ice rink lighting, compressor, comfort station, warming area	Planning	Engineering, Operations		staff time	x		
North marsh access study	Planning	NR, Engineering		staff time	x		
Water quality study	NR	Planning, Engineering		staff time	x		
Shoreline erosion study	NR	Planning, Engineering		staff time	x		
Beach and shoreline debris management strategy	Planning	NR		staff time	x		



## Action Plan

# Key Projects

## Nature Center Renovation Strategy

2017-2021

The Nature Center dates back to the 1980s, and was built to provide a nature interpretive center. It has facilitated the discovery and education about nature with seasonal exhibits, waterfowl displays, a kid's corner and more. The center will undergo modernization and improvements for accessibility. Parking and connectivity to the building and trails will also be evaluated and improved.

### Needs:

- Vehicular/pedestrian wayfinding
- Accessibility
- Modernization

### Solutions:

- Redevelop parking and update wayfinding signage
- Update bathrooms to meet accessibility standards
- Carry out building improvements to facility and update exhibits



## West Playfield Redevelopment Plan

2017-2021

The West Playfield area will be redeveloped to update the facilities that have concentrated on winter activities that include ice hockey, ice skating, and a sledding hill. The area will be evaluated as a redevelopment plan that will include improvements to the ice rink, sledding hill, restrooms, and a warming area. The hope is to refine the focus of the area and enhance the user experience.

### Needs:

- Enhance user experiences
- Update accessory structures to recreational facilities

### Solutions:

- Improve lighting for sledding hill
- Improve ice rinks
- Improve restroom
- Warming house for year round use



## Action Plan

### Complete Parking Lot Redevelopment

2017-2021

The 42 acre parking lot built in 1950 has completed the initial elements of a multi phased parking lot redevelopment project. Highlights completed involve green infrastructure and hydrologic improvements redirecting treated storm water to the coastal marshlands. Future phases will involve completion of native trees, green infrastructure, along with vehicular and pedestrian circulation improvements.

**Needs:**

- Improved traffic and pedestrian circulation
- Maintenance and repair
- Continued Lake St. Clair water quality protection

**Solutions:**

- Parking lot layout reconfiguration
- Bio-swales
- Additional parking lot tree plantings and green space



### Pool/Bathhouse Improvement Plan

2017-2021

The high demand usage of the pool facilities along with antiquated equipment over time require maintenance and repairs. In addition, improvements to the pool facilities include consideration for offering exciting new features and experiences for the users. Based on the assessment of park conditions from staff and public input, the improvement plan will include replacement of piping/mechanical elements, renovation of the bathhouse, and replacement of the slides.

**Needs:**

- Update facilities
- Aging pool infrastructure

**Solutions:**

- Building improvements
- Pool improvements
- Shade structures



## Action Plan

### Park Office & Food Bar Redevelopment Plan

2017-2021

The Park Office and Food Bar were built in the 1950s when the park opened and is insufficient for the current needs of staff and the park users, respectively. The park office requires various updates to the facility for operations. Based on results of the public input meetings and questionnaire, revamping the food bar would be a key component in providing a more attractive and updated building and providing a better user experience. Both facilities would be considered for relocating within the park following further site evaluation involving purpose and needs.

**Needs:**

- Update facilities
- Commercial revenue generator

**Solutions:**

- Possible relocation of one or both functions to a new facility/locations



### Hike-Bike Trail Connector

2022-2026

The connectivity throughout the park with accessible non motorized facilities is needed for enhancement of the user experience and a more extensive loop system. The development of a new hike-bike trail is planned for connecting the daysail area to the to lot (playground) and west playfield.

**Needs:**

- Connectivity through out park
- Enhance user experience
- Larger trail loop

**Solutions:**

- Implement a hike-bike trail (shared use path facility) for multi users and abilities
- Pathway connecting daysail area to the tot lot (playground)



## Action Plan

### Other Projects

- **Nature trail bridges**

The 2.41 miles of nature trails have recently been improved with the replacement of wood chips with a gravel surface. Continuing on these improvements, a rebuild of two bridges along the nature trail will be performed to provide updated trail facilities and accessibility for trail users.

- **North marsh prairie restoration**

The continued efforts involving phragmites treatments along with future challenges of other invasive species will be needed to promote native species restoration.

- **European frog bit control research**

The Natural Resources Department's near-term project focus will be to finding a solution to the increasing European frog bit problem in the coming years. The expansion may be a possible side effect due to the phragmites control.

- **North Marina**

The North Marina will undergo modernization and improvements for accessibility. Both the building and the site will be evaluated and improved.

- **Water quality study**

Elevated Ecoli levels continue to impair water quality and negatively impact park users with beach closures. Water quality studies with partners in the community will continue when funding opportunities are available.

- **Shoreline erosion study**

Generally a reflection of natural processes, shoreline restoration involving low-impact management techniques to reduce the rate of erosion will be the focus studies in protecting the shoreline.

- **Vegetation management**

The park will continue to manage vegetation (both woody and non-woody) following park guidelines to assist in the maintenance or increase of native vegetation diversity while controlling invasive species. The park staff will continue to work with volunteer groups including the Lake St. Clair Cooperative Invasive Species Management Area (CISMA) in these efforts.

- **Beach and shoreline debris management strategy**

- **Par 3 golf course facility strategy**

- **Adventure Golf facility strategy**





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Nina Kelly, Manager of Planning  
 Subject: Report – 2018-2022 Community Recreation Plan  
 Date: July 6, 2017

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

That the Board of Commissioners' receive and file the draft 2018-2022 Community Recreation Plan as presented by Manager of Planning Nina Kelly and staff.

**Background:** The current Metroparks Community Recreation Plan is scheduled to expire on Dec. 31, 2017. The Planning Department began the data-gathering process for the 2018-2022 Community Recreation Plan in late fall 2016 with the intention of completing the process prior to the development of the 2018 budget.

The public input process began in early 2017 with the initiation of a representative community recreation needs survey of the five-county Metroparks service area. The Metroparks hired the ETC Institute to conduct this survey, the results of which were presented to the Board at the April 13, 2017 meeting. Three supplemental stakeholder meetings were also held (one per District) from March – May 2017 to offer partner organizations and representatives from surrounding communities an opportunity to weigh in during the development of the plan's goals and objectives.

To complete the public input process, the draft plan will be posted on the Metroparks website for review and comment on July 14, 2017. Notification of its availability will be sent via email to surrounding local governments, state and regional agencies and non-profit partner organizations. A printed version will be available at the front desk of the Metroparks Administrative Office in Brighton and printed drafts will also be distributed to each park office throughout the Metroparks system. Postings of the plan's availability will also be made via social media (Facebook and Twitter).

Per the requirements listed in the Michigan Department of Natural Resources (MDNR) *Guidelines for the Development of Community Park, Recreation, Open Space, and Greenway Plans*, the draft plan must be available for a minimum of 30 days in advance of the public hearing wherein the plan is adopted by the governing body. The Planning Department proposes to make the plan available from July 14, 2017 through Aug. 25, 2017 (43 days). Also per MDNR requirements, formal notice will be made in at least one newspaper with general circulation at least one week in advance of the public hearing anticipated to occur immediately before the scheduled Sept. 14, 2017 Board meeting. A resolution adopting the plan will be requested following the public hearing.

**Attachment: Draft 2018-2022 Community Recreation Plan ([separate attachment](#))**





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 706-16-176  
 Project Title: Bids – Hike-Bike Trail Bank Stabilization  
 Project Type: Major Maintenance  
 Location: Lower Huron to Willow Metropark Bike Trail Connector  
 Date: July 6, 2017

Bids Received: June 26, 2017

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

That the Board of Commissioners' (1) award Contract No. 706-16-176 to the low responsive, responsible bidder, Erie Construction, LLC. in the amount of \$ 164,085; and (2) approve the transfer of \$100,000 from the Wolcott Unallocated Capital account and \$64,085 from the Indian Springs 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 an unbudgeted repair in the amount of \$164,085. Funding is available in the current capital budget from two projects. The two projects include \$100,000 for the Wolcott Gravel Wagon Trail from the Farm Center to Historic Center and \$75,000 for a project to install perimeter fencing around a section of the Schmitt Lake Property at Indian Springs. These two projects can be rescheduled and completed at a later date.

**Scope of Work:** The work includes the placement of 670 square-yards of geotextile liner, 1,110 tons of rip rap, 230 tons of asphalt pavement, 300 square-yards of pavement removal, pavement markings, sedimentation barrier, site restoration and pavement markings.

**Background:** The hike-bike trail connector that runs between Lower Huron and Willow Metropark lies between Huron River Drive and the Huron River. The trail is approximately 35-feet off the river bank and 16-feet above the river. The river bends at this location and has a steep embankment. The embankment has eroded due to the flow of the river and the erosion is encroaching on the trail.

Access to the site is limited and it will be necessary to drive equipment along a stretch of the bike path to complete the work. In 2011 and 2012 similar work was done to address erosion along the river adjacent to the currently eroded area. This last section will complete the protection of the bend along the river.

**6-C-1****Bids – Hike-Bike Trail Bank Stabilization****Page 2**

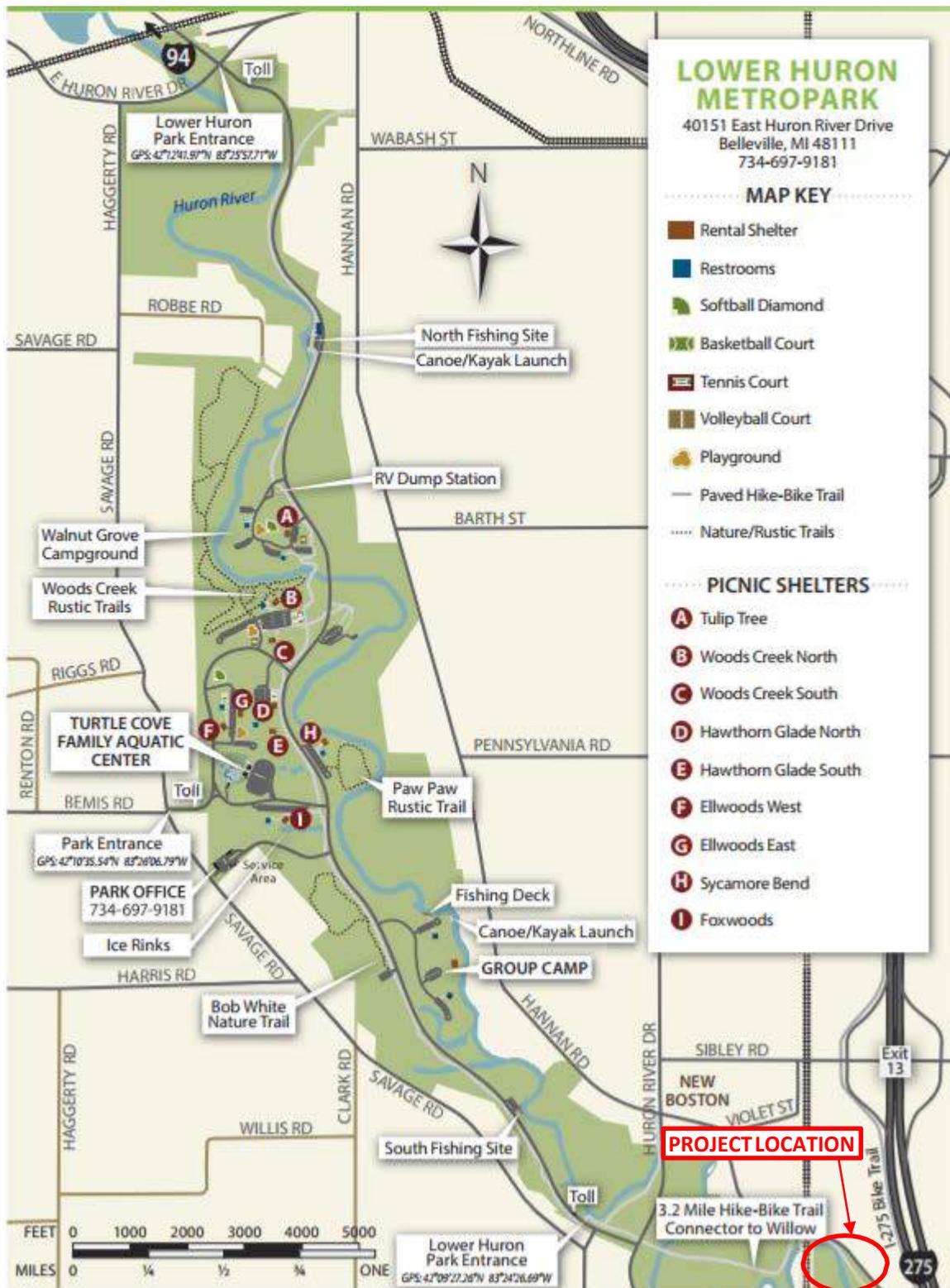
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<b><u>Contractor</u></b>	<b><u>City</u></b>	<b><u>Amount</u></b>
Erie Construction LLC	Woodhaven	\$164,085.00
TSP Services, Inc.	Redford	\$166,742.60
Anglin Construction	Livonia	\$177,037.20
Budget Amount for Contract Services and Administration		
Wolcott Gravel Wagon Trail from the Farm to Mill		\$100,000.00
Indian Springs Install Perimeter Fencing at Schmitt Lake		<u>\$ 75,000.00</u>
Total Budget Amount		\$175,000.00
Work Order Amount		
Contract Amount – Erie Construction LLC.		\$164,085.00
Contract Administration		<u>\$ 4,000.00</u>
Total Proposed Work Order Amount		\$168,085.00

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

**Attachment:       Photos and Map of Project Location**

# Lower Huron Bike Trail Map / Photos





# Lower Huron Bike Trail Map / Photos















# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 715-17-020  
 Project Title: Bids – HVAC Control System Replacement, Environmental Discovery Center  
 Project Type: Major Maintenance  
 Location: Indian Springs Metropark, Oakland County  
 Date: July 6, 2017

Bids Received: May 18, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 715-17-020 to the low responsive, responsible bidder, W.J. O'Neil Company in the amount of \$67,966; and (2) approve a \$30,000 transfer from the Hudson Mills Unallocated Major Maintenance account and a \$23,000 from Stony Creek Unallocated Major Maintenance account to cover the cost of the work as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is an unbudgeted line item repair in the amount of \$67,966. However, Major Maintenance funds were budgeted for annual general repairs throughout the park system, which is available to fund the work. The budgeted amounts for parks that were included in the 2017-approved budget for General Repairs-Annual included: Hudson Mills (\$30,000), Indian Springs (\$30,000) and Stony Creek (\$30,000).

**Scope of Work:** The work includes the replacement of the existing computerized control system for the geothermal heating, ventilation and air conditioning system for the building.

The original existing York system is obsolete. The new replacement controller system is manufactured by Johnson Controls which previously acquired York.

The system controls how the heating and cooling is distributed throughout the building and squirt zone. The project includes the replacement and installation of the controller, drivers, software, field controllers, programming, zone temperature sensors, desktop computer, onsite startup, wiring and eight hours of customer training.

In addition to the base bid amount of \$56,957, two alternates were also included, which include \$6,009 to install (15) MS-FEC1621 field controllers which will replace the existing MS-FEC1611 controllers to provide input and output capabilities for the new system. The second additive alternate is for \$5,000 to replace nonfunctioning actuators and valves that may be necessary but cannot be determined currently due to the control system not working.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
W.J. O'Neil Company*	Livonia	\$67,966.00

\*Note only one bid was received.

**6-C-2**  
**Bids – HVAC Control System Replacement**  
**Page 2**

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Budget Amount for Contract Services and Administration	
Hudson Mill General Repairs – Annual	\$30,000.00
Indian Springs General Repairs – Annual	\$15,000.00
Stony Creek General Repairs – Annual	<u>\$23,000.00</u>
Total	\$68,000.00
 Work Order Amount	
Contract Amount- W.J. O’Neil Company	\$67,966.00
 Contract Administration	<u>\$ 2,000.00</u>
Total Proposed Work Order Amount	\$69,966.00

*The following reviewed plans but did not submit a bid; AEM Inc., Ameresco, Building Automated Systems and Services, Dunbar Mechanical, Harpco Mechanical Heat & Cold, Inc, Hayes Mechanical, Limbach, MCMI, Metro Environmental Inc., Miller-Boldt Inc., Monroe Plumbing & Heating, R.W. Mead & Sons, Inc., Romanelli Corporation, Sleeves Consulting Services, Temperature Services Inc., Tim Loncarich, Top Lighthouse Construction LLC, WWTS LLC.*

*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: 900-17-008  
 Project Title: Park Fiber Optic Connectivity  
 Project Type: Capital Improvement  
 Location: Indian Springs Metropark, Oakland County  
 Date: July 6, 2017

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

That the Board of Commissioners' (1) approve a change order to contract 900-17-008 in the amount of \$46,797.50; and (2) approve a transfer of \$47,000 from the Stony Creek Unallocated Capital account to project to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The work will add cost to the Engineering contractual work in the amount of \$46,797.50. Funding is available from two Capital Projects that can be rescheduled; both projects are at Stony Creek. The first project was for the construction of a paddle board building in the amount of \$25,000 and the second was for design services for the boat rental redevelopment in the amount of \$45,000. Both of these projects will require additional scope and planning with the possible integration into other areas of the park.

While the engineering project cost would increase, this will eliminate the \$64,372 line item in the IT contract for AT&T to run cable to the Environmental Discovery Center (EDC). The reduction in the IT contract has allowed the addition of three tollbooths and the connection point to be placed at the Park Office at Indian Springs.

**Scope of Work:** The work includes additional installation of approximately 4,215 lineal-feet of 12 strand fiber optical cable, 410 lineal-feet of directional boring and associated handholds.

**Background:** Currently there are two concurrent projects to install fiber optic connectivity throughout the park system. AT&T is working with the Metroparks Information Technology Department to bring fiber optic communications from outside the park boundary to connection point(s) within the parks.

At the same time, the Engineering Department is working with contractor J. Ranck to connect buildings within the parks to AT&T's connection point(s). At the Feb. 9, 2017 Board meeting a contract with AT&T was approved in the amount of \$624,736 to bring a fiber optic connection point(s) into the parks at various locations. At the March 9, 2017 meeting an Engineering Department contract was approved with J. Ranck in the amount of \$413,255 to run fiber optic cable from the connection point(s) provided by AT&T to the facilities within the parks. In particular, at Indian Springs AT&T had provided a cost of \$64,372 as part of their contract to connect the EDC. Engineering Staff requested pricing from J. Ranck to install cabling to

connect golf course starter building, the golf maintenance building and the EDC. The proposed cost provided by J. Ranck for this work was \$46,797.50. This work would eliminate the \$64,372.00 from the AT&T project. The proposed work would also will have the added benefit of adding connectivity to the golf maintenance building which was not in AT&T's original proposal.

Also, before the contract was signed, the IT department work with AT&T for an additional discount to the original proposed contract in the amount of \$34,709. After the project began, staff recognized that three additional tollbooths should be included in the project for connectivity. Those tollbooths included the Lower Huron North and South entrance booths as well as the Indian Springs tollbooth.

### **Current Summary of Project Costs**

#### **Engineering Project**

J. Ranck Board Approved Contract Amount	\$	413,255.00
Additional boring cost at Lake St. Clair	\$	1,633.50
Proposed Golf Starter, Golf Maintenance to EDC	\$	46,797.50
Total	\$	461,686.00
Difference Over	\$	48,431.00

#### **IT Project**

AT&T Board Approved Contract Amount	\$	624,736.00
Add Lower Huron North Tollbooth	\$	13,655.00
Add Lower Huron South Tollbooth	\$	17,624.00
Add Indian Springs Tollbooth	\$	9,707.00
Add Indian Springs Park Office		
AT&T Pole to Manhole	\$	50,000.00
From Manhole to Park Office	\$	34,093.00
Deduct Wolcott Golf Course	\$	(12,982.00)
Deduct Indian Springs EDC	\$	(64,372.00)
Deduct Indian Springs Golf	\$	(13,331.00)
AT&T Discount Applied to Contract	\$	(34,709.00)
Total	\$	624,428.00
Difference (Under)	\$	(315.00)

**Attachment: Proposed Fiber Connection Map**

# Indian Springs Proposed Fiber Optic Installation







## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Ryan Colliton, Manager of Natural Resources and Environmental Compliance  
**Subject:** Approval – Great Lakes Commission Grant Partnership  
**Project Title:** Black Creek Marsh Restoration  
**Location:** Lake St. Clair Metropark, Macomb County  
**Date:** July 6, 2017

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

That the Board of Commissioners' approve staff to work with the Great Lakes Commission (GLC) and the National Ocean and Atmospheric Administration (NOAA) to provide up to an additional \$250,000 to cover costs associated with the Black Creek Marsh Restoration Dredge Project as recommended by Manager of Natural Resources and Environmental Compliance Ryan Colliton and staff.

**Fiscal Impact:** This project is funded through an EPA GLRI grant; budgeted funding in the amount of \$676,363 is in the Lake St. Clair Capital Improvement account; all expenditures will be reimbursed.

**Background:** Due to the inability to dispose of dredging materials at the Army Corp of Engineers Type II landfill, which could increase cost of disposal, the GLC and NOAA offered to provide additional funds for the project.

The Great Lakes Commission (GLC) and the National Oceanic and Atmospheric Administration (NOAA) are leading efforts to restore several Great Lakes Areas of Concern (AOCs) — the worst “toxic hotspots” in the region. Areas of Concern (AOCs) are watersheds, or portions of watersheds, along the Great Lakes suffering from degraded environmental conditions stemming from historic and ongoing pollution. They were designated under the U.S. – Canada Great Lakes Water Quality Agreement based on criteria that include drinking water restrictions, loss of fish and wildlife habitat and beach closures.

The GLC implements restoration work in AOCs through a NOAA Regional Partnership, a unique funding mechanism that allows key projects to receive critical funding while maintaining necessary flexibility for changing needs and administrative and communications support.

In recognition of the GLC's longstanding commitment to restoring AOCs, it has been awarded three regional habitat restoration partnerships since 2008, with the potential of up to \$70 million being directed to key sites across the basin. The partnerships are aligned and coordinated with ongoing efforts of federal and state agencies to implement other restoration projects in AOCs, and are expected to culminate in formal removal, or de-listing. These projects have immense environmental and economic benefits, and are helping to enhance quality of life for citizens across the basin.

NOAA Regional Partnerships support fish and wildlife habitat restoration efforts in AOCs by designing and implementing high priority projects that are identified by the U.S. Environmental Protection Agency, NOAA, the states, and local AOC leaders.

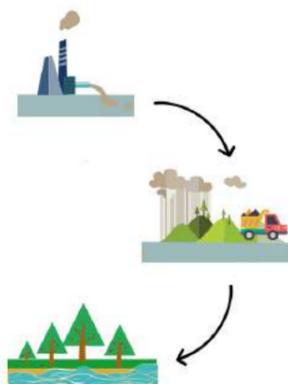
The partnerships are aligned and coordinated with ongoing efforts of federal and state agencies to implement other restoration projects in AOCs, and will eventually culminate in formal removal, or de-listing. Funding through the Great Lakes Restoration Initiative (GLRI) and the development of the GLRI Action Plan has significantly expedited restoration in AOCs and provides funding for the NOAA-GLC partnerships.

The Great Lakes Commission has been engaged in Regional Partnerships with NOAA since 2008 to implement design, construction and monitoring of key habitat restoration projects. Partnerships typically last three to four years and GLC is currently coordinating projects funded under a 2013 partnership in the St. Marys River, Muskegon Lake and Buffalo River AOCs. A new partnership established in 2016 is funding implementation of the final habitat restoration project in the Muskegon Lake AOC and will add other AOCs into the partnership over the next two years. In addition, the 2016 partnership is funding a follow-up to a 2011 socio-economic study on the value of restoration, which showed a 6-to-1 return on restoration dollars in the local economy.

To implement this work, the Great Lakes Commission offers a centralized, core team that is augmented by local implementation partners and research institutions to help steward AOCs into social, economic and ecological sustainability.

**Attachment: Mission of The Great Lakes Commission Information**

## Great Lakes Areas of Concern



43 watersheds, or portions of watersheds, along the Great Lakes suffering from degraded environmental conditions stemming from historic and ongoing pollution.

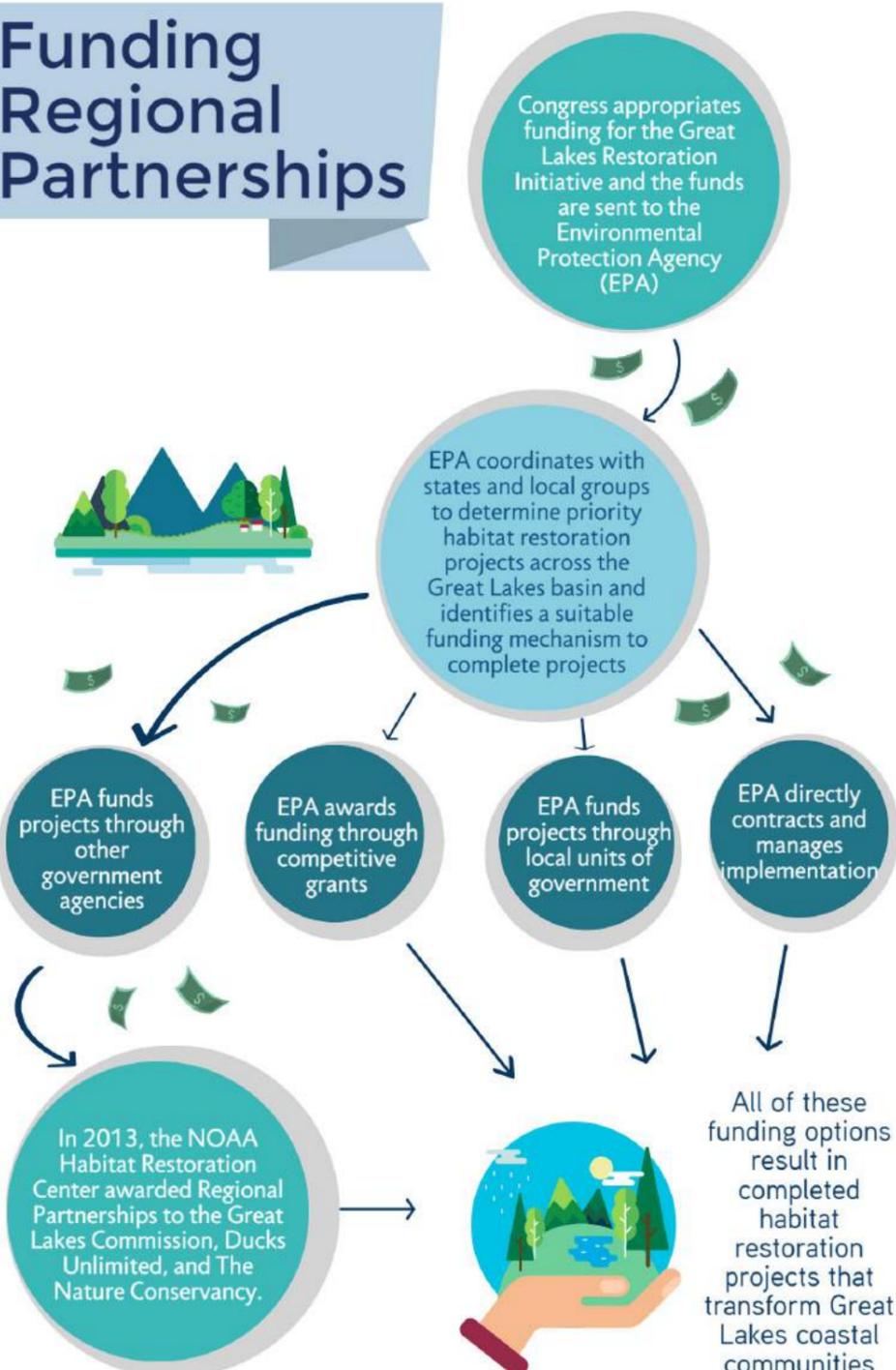
Habitat restoration in Areas of Concern (AOCs) is a priority for many agencies and organizations across the Great Lakes.

Restoration projects contribute to delisting AOCs and in realizing environmental and economic benefits and enhancing the quality of life for local and regional citizens.

## Regional Partnerships



## Funding Regional Partnerships



Congress sets funding for the GLRI each year, in 2016 the GLRI was funded at \$300 million for all 5 focus area

Administrators at EPA determine priority projects by consulting with the Great Lakes states, other federal agencies involved with AOCs, and AOC coordinators

AOCs create EPA approved lists that outline their habitat restoration projects. These are the best, and most feasible, projects that will lead to "de-listing" the AOC

Sometimes AOCs don't have a local unit of government willing, or able, to oversee large-scale habitat restoration projects. Instead, EPA gives funding to other government agencies that either implement projects directly, or administer programs to distribute funds through competitive grants or programs like the NOAA Regional Partnership

# NOAA- GLC Regional Partnership

**\$30,000,000**

3 Areas of Concern

**14 Projects**

5 Local Partners

The 2013 NOAA-GLC Regional Partnership funds design, construction and monitoring of priority projects across the basin. The Partnership is flexible and enables distribution of funds as they are needed to fully implement habitat restoration.





PARK	MONTHLY VEHICLE ENTRIES				MONTHLY TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	56,205	57,394	54,371	3%	\$ 297,140	\$ 312,895	\$ 250,680	19%
Wolcott Mill	24,297	7,727	7,041	245%	\$ 9,380	\$ 833	\$ 308	2949%
Stony Creek	85,336	83,095	78,853	8%	\$ 470,022	\$ 462,022	\$ 364,670	29%
Indian Springs	13,506	13,477	12,782	6%	\$ 45,308	\$ 51,641	\$ 44,586	2%
Kensington	99,456	93,065	92,266	8%	\$ 450,137	\$ 409,353	\$ 323,720	39%
Huron Meadows	10,492	11,399	9,759	8%	\$ 3,080	\$ 3,754	\$ 3,143	-2%
Hudson Mills	26,051	25,918	25,089	4%	\$ 77,034	\$ 76,687	\$ 65,531	18%
Lower Huron / Willow / Oakwoods	65,222	62,924	58,796	11%	\$ 163,438	\$ 187,521	\$ 145,495	12%
Lake Erie	25,421	29,527	23,643	8%	\$ 98,570	\$ 103,847	\$ 80,748	22%
<b>Monthly TOTALS</b>	<b>405,986</b>	<b>384,526</b>	<b>362,600</b>	<b>12%</b>	<b>\$ 1,614,109</b>	<b>\$ 1,608,553</b>	<b>\$ 1,278,881</b>	<b>26%</b>

PARK	Y-T-D VEHICLE ENTRIES				Y-T-D TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	167,695	174,671	166,907	0%	\$ 789,609	\$ 858,185	\$ 713,644	11%
Wolcott Mill	49,250	30,578	24,941	97%	\$ 29,223	\$ 3,696	\$ 1,632	1691%
Stony Creek	248,300	254,941	236,680	5%	\$ 1,405,480	\$ 1,410,021	\$ 1,189,072	18%
Indian Springs	40,039	41,395	38,554	4%	\$ 184,259	\$ 190,075	\$ 160,835	15%
Kensington	352,061	353,536	348,851	1%	\$ 1,568,191	\$ 1,458,337	\$ 1,200,491	31%
Huron Meadows	38,799	42,061	40,636	-5%	\$ 24,667	\$ 33,132	\$ 38,362	-36%
Hudson Mills	93,857	92,038	91,232	3%	\$ 311,529	\$ 308,668	\$ 275,426	13%
Lower Huron / Willow / Oakwoods	260,491	253,316	233,185	12%	\$ 503,507	\$ 541,141	\$ 440,492	14%
Lake Erie	86,927	93,839	77,361	12%	\$ 352,507	\$ 376,480	\$ 314,638	12%
<b>Monthly TOTALS</b>	<b>1,337,419</b>	<b>1,336,375</b>	<b>1,258,347</b>	<b>6%</b>	<b>\$ 5,168,972</b>	<b>\$ 5,179,735</b>	<b>\$ 4,334,592</b>	<b>19%</b>

PARK	MONTHLY PARK REVENUE				Y-T-D PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 408,687	\$ 431,314	\$ 347,767	18%	\$ 1,171,466	\$ 1,255,715	\$ 1,033,453	13%
Wolcott Mill	\$ 26,528	\$ 117,491	\$ 92,598	-71%	\$ 139,642	\$ 299,823	\$ 247,383	-44%
Stony Creek	\$ 764,307	\$ 791,214	\$ 647,726	18%	\$ 2,135,576	\$ 2,215,135	\$ 1,906,001	12%
Indian Springs	\$ 192,006	\$ 198,317	\$ 187,623	2%	\$ 531,754	\$ 549,906	\$ 501,696	6%
Kensington	\$ 781,269	\$ 760,593	\$ 631,205	24%	\$ 2,353,640	\$ 2,304,988	\$ 1,958,724	20%
Huron Meadows	\$ 146,995	\$ 146,186	\$ 134,148	10%	\$ 352,820	\$ 371,258	\$ 352,964	0%
Hudson Mills	\$ 175,604	\$ 188,275	\$ 159,729	10%	\$ 540,690	\$ 552,034	\$ 511,033	6%
Lower Huron / Willow / Oakwoods	\$ 501,538	\$ 609,288	\$ 474,683	6%	\$ 1,023,855	\$ 1,243,213	\$ 1,006,918	2%
Lake Erie	\$ 314,650	\$ 357,813	\$ 297,656	6%	\$ 780,099	\$ 874,802	\$ 769,808	1%
<b>Y-T-D TOTALS</b>	<b>\$ 3,311,583</b>	<b>\$ 3,600,490</b>	<b>\$ 2,973,134</b>	<b>11%</b>	<b>\$ 9,029,542</b>	<b>\$ 9,666,873</b>	<b>\$ 8,287,980</b>	<b>9%</b>

District	Y-T-D Vehicle Entries by Management Unit				Y-T-D Total Revenue by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	465,245	460,190	428,529	9%	\$ 3,446,684	\$ 3,770,673	\$ 3,186,837	8%
Western	524,756	529,030	519,273	1%	\$ 3,778,904	\$ 3,778,186	\$ 3,324,416	14%
Southern	347,418	347,155	310,546	12%	\$ 1,803,954	\$ 2,118,015	\$ 1,776,726	2%

GOLF THIS MONTH	MONTHLY ROUNDS				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	5,548	5,940	5,505	1%	\$ 183,723	\$ 194,903	\$ 158,610	16%
Indian Springs	4,274	4,342	4,309	-1%	\$ 123,515	\$ 106,037	\$ 104,153	19%
Kensington	5,292	5,771	4,848	9%	\$ 133,573	\$ 136,344	\$ 120,237	11%
Huron Meadows	4,511	4,575	4,270	6%	\$ 142,714	\$ 142,032	\$ 118,947	20%
Hudson Mills	2,918	3,136	3,036	-4%	\$ 72,843	\$ 75,729	\$ 62,121	17%
Willow	4,246	4,689	3,745	13%	\$ 125,335	\$ 138,314	\$ 105,815	18%
Lake Erie	4,116	4,906	4,585	-10%	\$ 118,170	\$ 135,531	\$ 103,388	14%
<b>Total Regulation</b>	<b>30,905</b>	<b>33,359</b>	<b>30,298</b>	<b>2%</b>	<b>\$ 899,873</b>	<b>\$ 928,890</b>	<b>\$ 773,273</b>	<b>16%</b>
LSC Par 3	1,344	1,520	1,575	-15%	\$ 8,384	\$ 10,703	\$ 10,081	-17%
LSC Foot Golf	201	185	157	28%	\$ 1,414	\$ 1,250	\$ 821	72%
<b>Total Golf</b>	<b>32,450</b>	<b>36,071</b>	<b>32,934</b>	<b>-1%</b>	<b>\$ 909,671</b>	<b>\$ 947,543</b>	<b>\$ 790,111</b>	<b>15%</b>

GOLF Y-T-D	GOLF ROUNDS Y-T-D				GOLF REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	11,646	12,625	11,810	-1%	\$ 376,011	\$ 409,623	\$ 372,213	1%
Indian Springs	9,248	9,588	9,194	1%	\$ 258,499	\$ 233,448	\$ 228,311	13%
Kensington	11,894	12,643	11,382	4%	\$ 291,712	\$ 305,627	\$ 281,843	4%
Huron Meadows	10,122	10,522	9,496	7%	\$ 315,212	\$ 322,498	\$ 266,187	18%
Hudson Mills	6,237	6,650	6,506	-4%	\$ 149,642	\$ 154,985	\$ 139,183	8%
Willow	7,725	10,100	8,430	-8%	\$ 229,055	\$ 294,681	\$ 241,528	-5%
Lake Erie	9,212	10,650	9,649	-5%	\$ 258,855	\$ 283,450	\$ 234,175	11%
<b>Total Regulation</b>	<b>66,084</b>	<b>72,778</b>	<b>66,467</b>	<b>-1%</b>	<b>\$ 1,878,987</b>	<b>\$ 2,004,312</b>	<b>\$ 1,763,440</b>	<b>7%</b>
LSC Par 3	2,443	3,043	2,796	-13%	\$ 15,260	\$ 20,143	\$ 19,143	-20%
LSC Foot Golf	276	317	237	17%	\$ 1,932	\$ 2,108	\$ 1,356	42%
<b>Total Golf</b>	<b>68,803</b>	<b>78,227</b>	<b>71,427</b>	<b>-4%</b>	<b>\$ 1,896,179</b>	<b>\$ 2,040,731</b>	<b>\$ 1,796,941</b>	<b>6%</b>

AQUATICS THIS MONTH	PATRONS THIS MONTH				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	11,285	12,850	10,546	7%	\$ 56,421	\$ 64,170	\$ 46,290	22%
Stony Creek Rip Slide	6,899	8,690	8,330	-17%	\$ 31,668	\$ 44,466	\$ 30,365	4%
KMP Splash	8,500	11,392	9,724	-13%	\$ 51,790	\$ 67,426	\$ 50,010	4%
Lower Huron	16,889	23,702	20,716	-18%	\$ 168,351	\$ 230,927	\$ 184,391	-9%
Willow	4,228	6,013	4,487	-6%	\$ 21,768	\$ 27,515	\$ 19,845	10%
Lake Erie	7,764	10,350	9,177	-15%	\$ 64,011	\$ 84,152	\$ 56,093	14%
<b>TOTALS</b>	<b>55,565</b>	<b>73,634</b>	<b>63,546</b>	<b>-13%</b>	<b>\$ 394,009</b>	<b>\$ 522,966</b>	<b>\$ 390,952</b>	<b>1%</b>

AQUATICS Y-T-D	PATRONS Y-T-D				REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	12,555	17,079	13,853	-9%	\$ 62,841	\$ 85,302	\$ 60,887	3%
Stony Creek Rip Slide	8,037	10,569	10,372	-23%	\$ 37,446	\$ 54,204	\$ 37,914	-1%
KMP Splash	9,802	14,874	12,608	-22%	\$ 62,124	\$ 89,478	\$ 66,922	-7%
Lower Huron	18,700	29,009	25,291	-26%	\$ 187,070	\$ 283,999	\$ 228,580	-18%
Willow	4,663	7,663	5,665	-18%	\$ 24,338	\$ 35,467	\$ 25,379	-4%
Lake Erie	8,463	13,495	11,824	-28%	\$ 70,110	\$ 108,855	\$ 72,279	-3%
<b>TOTALS</b>	<b>62,220</b>	<b>93,485</b>	<b>80,306</b>	<b>-23%</b>	<b>\$ 443,929</b>	<b>\$ 663,117</b>	<b>\$ 496,810</b>	<b>-11%</b>

PARK	Seasonal Activities this Month				Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	8	3	7	14%	\$ 6,925	\$ 2,200	\$ 1,883	268%
Shelters	49	53	60	-18%	\$ 12,155	\$ 12,330	\$ 11,547	5%
Boat Launches	1,428	1,240	1,246	15%	\$ -	\$ -	\$ -	-
Marina	371	476	488	-24%	\$ 2,932	\$ 4,534	\$ 4,032	-27%
Mini-Golf	2,627	2,407	2,460	7%	\$ 9,571	\$ 9,029	\$ 9,063	6%
<b>Wolcott</b>								
Activity Center	8	13	13	-40%	\$ 2,000	\$ 2,450	\$ 1,983	1%
<b>Stony Creek</b>								
Disc Golf Daily	2,298	2,849	3,199	-28%	\$ 8,686	\$ 8,547	\$ 8,365	4%
Disc Golf Annual	5	7	5	7%	\$ 275	\$ 345	\$ 225	22%
Total Disc Golf	2,303	2,856	3,204	-28%	\$ 8,961	\$ 8,892	\$ 8,590	4%
Shelters	67	74	77	-13%	\$ 15,075	\$ 16,725	\$ 13,042	16%
Boat Rental	3,831	4,663	4,071	-6%	\$ 39,555	\$ 49,302	\$ 37,897	4%
Boat Launches	231	177	268	-14%	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	3	11	16	-81%	\$ 600	\$ 1,400	\$ 1,967	-69%
Event Room	7	3	4	91%	\$ 9,500	\$ 8,760	\$ 7,467	27%
<b>Kensington</b>								
Disc Golf Daily	3,469	3,875	4,387	-21%	\$ 10,407	\$ 11,625	\$ 11,407	-9%
Disc Golf Annual	7	9	10	-32%	\$ 365	\$ 475	\$ 471	-23%
Total Disc Golf	3,476	3,884	4,397	-21%	\$ 10,772	\$ 12,100	\$ 11,878	-9%
Shelters	82	51	55	50%	\$ 18,450	\$ 13,950	\$ 13,158	40%
Boat Rental	3,078	4,101	3,795	-19%	\$ 41,489	\$ 51,879	\$ 47,250	-12%
<b>Huron Meadows</b>								
Shelters	6	2	3	80%	\$ 1,200	\$ 400	\$ 667	80%
<b>Hudson Mills</b>								
Disc Golf Daily	1,192	1,414	1,587	-25%	\$ 3,576	\$ 4,242	\$ 4,163	-14%
Disc Golf Annual	17	8	9	82%	\$ 935	\$ 400	\$ 453	106%
Total Disc Golf	1,209	1,422	1,597	-24%	\$ 4,511	\$ 4,642	\$ 4,617	-2%
Shelters	15	20	15	-2%	\$ 3,000	\$ 4,000	\$ 3,000	0%
Canoe Rental	1,004	1,247	987	2%	\$ 4,581	\$ 5,345	\$ 4,284	7%
<b>Lower Huron / Willow / Oakwoods</b>								
Shelters	50	39	37	34%	\$ 10,750	\$ 8,600	\$ 8,550	26%
<b>Lake Erie</b>								
Shelters	14	13	12	17%	\$ 3,000	\$ 3,000	\$ 2,633	14%
Boat Launches	2,403	2,350	1,987	21%	\$ -	\$ -	\$ -	-
Marina	12	68	24	-50%	\$ 27,227	\$ 30,267	\$ 26,620	2%

PARK	Seasonal Activities Y-T-D				Seasonal Revenue Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	31	12	24	27%	\$ 26,125	\$ 10,875	\$ 14,125	85%
Shelters	161	200	177	-9%	\$ 44,905	\$ 48,675	\$ 47,913	-6%
Boat Launches	2,191	2,112	2,000	10%	\$ -	\$ -	\$ -	-
Marina	798	1,035	936	-15%	\$ 3,274	\$ 6,812	\$ 6,277	-48%
Mini-Golf	3,247	3,120	3,212	1%	\$ 11,800	\$ 11,615	\$ 11,671	1%
<b>Wolcott</b>								
Activity Center	46	47	49	-6%	\$ 9,000	\$ 10,450	\$ 11,907	-24%
<b>Stony Creek</b>								
Disc Golf Daily	7,289	8,319	9,114	-20%	\$ 23,737	\$ 24,957	\$ 25,555	-7%
Disc Annual	122	128	94	29%	\$ 6,550	\$ 6,720	\$ 4,623	42%
Total Disc Golf	7,411	8,447	9,208	-20%	\$ 30,287	\$ 31,677	\$ 30,179	0%
Shelters	258	302	283	-9%	\$ 57,950	\$ 62,160	\$ 57,253	1%
Boat Rental	4,985	6,331	5,556	-10%	\$ 52,094	\$ 66,840	\$ 57,086	-9%
Boat Launches	380	252	562	-32%	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	19	40	43	-55%	\$ 3,650	\$ 5,850	\$ 6,217	-41%
Event Room	32	26	21	50%	\$ 54,900	\$ 49,130	\$ 37,266	47%
<b>Kensington</b>								
Disc Golf Daily	11,440	11,987	12,698	-10%	\$ 34,321	\$ 35,961	\$ 33,392	3%
Disc Annual	90	142	145	-38%	\$ 7,079	\$ 7,490	\$ 6,130	15%
Total Disc Golf	11,530	12,129	12,843	-10%	\$ 41,400	\$ 43,451	\$ 39,522	5%
Shelters	291	278	313	-7%	\$ 69,650	\$ 71,985	\$ 73,535	-5%
Boat Rental	4,423	6,058	5,808	-24%	\$ 57,711	\$ 78,287	\$ 72,149	-20%
<b>Huron Meadows</b>					\$ 127,361			
Shelters	17	17	17	0%	\$ 3,400	\$ 4,200	\$ 3,667	-7%
<b>Hudson Mills</b>								
Disc Golf Daily	5,213	4,653	5,442	-4%	\$ 15,639	\$ 13,959	\$ 14,283	9%
Disc Annual	152	114	126	21%	\$ 8,160	\$ 6,070	\$ 6,217	31%
Total Disc Golf	5,365	4,767	5,568	-4%	\$ 23,799	\$ 20,029	\$ 20,500	16%
Shelters	79	78	78	1%	\$ 15,800	\$ 15,600	\$ 15,667	1%
Canoe Rental	1,217	1,769	1,367	-11%	\$ 10,279	\$ 7,743	\$ 6,150	67%
<b>Lower Huron / Willow / Oakwoods</b>								
Shelters	203	202	192	6%	\$ 44,300	\$ 43,975	\$ 42,075	5%
<b>Lake Erie</b>								
Shelters	45	54	53	-15%	\$ 10,000	\$ 12,300	\$ 11,800	-15%
Boat Launches	8,287	8,680	6,922	20%	\$ -	\$ -	\$ -	-
Marina	12	71	30	-60%	\$ 74,888	\$ 83,589	\$ 79,569	-6%

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	24,349	22,637	22,135	10%	91,960	76,027	78,379	17%
Wolcott Mill	3,874	7,426	5,676	-32%	17,843	24,153	18,545	-4%
Wolcott Farm	3,446	11,334	8,265	-58%	22,206	43,475	36,120	-39%
Stony Creek	18,960	18,012	18,243	4%	101,552	98,037	93,372	9%
Eastern Mobile Center	1,465	866	1,166	26%	9,782	4,129	6,956	41%
Indian Springs	10,979	10,485	10,948	0%	42,706	42,506	43,970	-3%
Kens NC	30,930	29,526	28,440	9%	137,921	139,704	136,735	1%
Kens Farm	36,390	12,200	31,215	17%	141,879	132,400	149,490	-5%
Western Mobile Center	840	1,017	1,665	-50%	5,820	9,596	11,379	-49%
Hudson Mills	4,099	3,737	4,268	-4%	18,828	20,263	21,605	-13%
Oakwoods	15,629	14,739	14,446	8%	75,017	79,612	71,044	6%
Lake Erie	14,731	10,709	10,337	43%	70,829	48,758	46,640	52%
Southern Mobile Center	1,233	2,180	1,707	-28%	5,247	4,417	4,832	9%
Totals	166,925	144,868	158,512	5%	741,590	723,077	719,068	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	\$ 7,331	\$ 6,800	\$ 4,580	60%	\$ 22,579	\$ 21,364	\$ 17,235	31%
Wolcott Mill	\$ 2,348	\$ 1,829	\$ 1,285	83%	\$ 8,697	\$ 7,728	\$ 6,724	29%
Wolcott Farm	\$ 7,291	\$ 7,209	\$ 6,444	13%	\$ 47,279	\$ 42,831	\$ 39,275	20%
Wagon Rides	\$ 1,395	\$ 1,974	\$ 1,368	2%	\$ 9,104	\$ 6,663	\$ 4,392	107%
Livestock/Produce	\$ 1,093	\$ 2,331	\$ 3,243	-66%	\$ 14,146	\$ 9,401	\$ 18,810	-25%
FARM TOTAL	\$ 9,779	\$ 11,514	\$ 11,055	-12%	\$ 70,528	\$ 58,895	\$ 62,477	13%
Stony Creek	\$ 3,542	\$ 3,793	\$ 3,768	-6%	\$ 16,590	\$ 16,846	\$ 14,891	11%
Eastern Mobile Center	\$ 300	\$ 350	\$ 117	157%	\$ 2,930	\$ 630	\$ 210	1295%
Indian Springs	\$ 10,168	\$ 6,667	\$ 6,271	62%	\$ 23,090	\$ 20,784	\$ 21,891	5%
Kens NC	\$ 4,477	\$ 3,192	\$ 4,141	8%	\$ 18,087	\$ 17,522	\$ 15,477	17%
Kens Farm	\$ 2,857	\$ 8,529	\$ 7,386	-61%	\$ 21,103	\$ 52,215	\$ 40,138	-47%
Wagon Rides	\$ 3,077	\$ 929	\$ 1,320	133%	\$ 19,797	\$ 14,463	\$ 13,363	48%
Livestock/Produce	\$ 108	\$ 265	\$ 632	-83%	\$ 3,528	\$ 10,923	\$ 10,292	-66%
FARM TOTAL	\$ 6,042	\$ 9,723	\$ 9,338	-35%	\$ 44,428	\$ 77,601	\$ 63,793	-30%
Western Mobile Center	\$ 350	\$ 725	\$ 953	-63%	\$ 10,160	\$ 14,567	\$ 12,348	-18%
Hudson Mills	\$ 2,868	\$ 1,536	\$ 1,057	171%	\$ 8,573	\$ 8,893	\$ 9,092	-6%
Oakwoods	\$ 4,842	\$ 3,161	\$ 2,467	96%	\$ 12,646	\$ 9,196	\$ 8,999	41%
Lake Erie	\$ 1,591	\$ 952	\$ 781	104%	\$ 10,610	\$ 5,536	\$ 5,653	88%
Southern Mobile Center	\$ 75	\$ -	\$ -	-	\$ 3,887	\$ 419	\$ 140	2683%
Totals	\$ 53,713	\$ 50,242	\$ 45,812	17%	\$ 252,805	\$ 259,980	\$ 238,930	6%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR		CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
Lake St Clair	140	4,026	145	4,027	4	100	1	12
Wolcott Mill	10	567	7	380	1	100	3	4,100
Wolcott Farm	49	1,761	42	1,487	1	33	3	4,100
Stony Creek	58	1,515	65	1,518	11	700	-	-
Eastern Mobile Center					9	1,465	10	866
Indian Springs	59	2,974	55	3,208	-	-	2	92
Kens NC	68	1,899	80	1,830	-	-	1	24
Kens Farm	103	1,890	54	1,618	-	-	-	-
Western Mobile Center					8	840	25	1,017
Hudson Mills	25	599	7	149	-	-	3	88
Oakwoods	46	1,118	62	1,674	-	-	1	225
Lake Erie	38	1,087	72	1,528	-	-	-	-
Southern Mobile Center					9	1,233	23	2,180
<b>Totals</b>	<b>596</b>	<b>17,436</b>	<b>589</b>	<b>17,419</b>	<b>43</b>	<b>4,471</b>	<b>72</b>	<b>12,704</b>

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	20,223	18,598
Wolcott Mill	3,207	2,946
Wolcott Farm	1,652	5,747
Stony Creek	16,745	16,494
Indian Springs	8,005	7,185
Kens NC	29,031	27,672
Kens Farm	34,500	10,582
Hudson Mills	3,500	3,500
Oakwoods	14,511	12,840
Lake Erie	13,644	9,181
<b>Totals</b>	<b>145,018</b>	<b>114,745</b>

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

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

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