

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
June 7, 2012, 10:30 a.m.
Kensington Metropark – Nature Center

1. Chairman's Statement
2. Public Participation
3. Minutes –
 - A. Regular Meeting – May 10, 2012
 - B. Closed Session – May 10, 2012
 - C. Special Meeting – May 17, 2012
4. Vouchers – May 2012
5. Purchases
 - A. Generator – Stony Creek (pg. 1)
6. Reports
 - A. Wolcott Mill
 1. Report – Golf Course (pg. 3)
 - B. Stony Creek
 1. Bids – Hike-Bike Trail Infrared Pavement Repairs (pg. 17)
 2. Bids – Hike-Bike Trail Resurfacing and Repairs (pg. 19)
 3. Report – Cooperative Projects with the Macomb County Department of Roads (pg. 21)
 - C. Indian Springs
 1. Proposal – Oil and Gas Lease (pg. 25)
 2. Report – MDNR Habitat Improvement Grant (pg. 53)
 - D. Kensington
 1. Bids – Hike-Bike Trail Infrared Pavement Repairs (pg. 55)
 2. Bids – Hike-Bike Trail Repairs (pg. 57)
 - E. Hudson Mills
 1. Bids – Cart Path Bridge Replacement, Golf Course – Tornado Damage (pg. 59)
 2. Easement Agreement, Hudson Mills to Dexter Trail (pg. 61)
 - F. Willow
 1. Approval – Vertical Threat, LLC (Rock the World) Request (pg. 73)
 - G. Administrative Office
 1. Update – Reorganization Plan (pg. 77)
 2. Donations (pg. 81)
 3. Report – Legislative (pg. 83)

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
June 7, 2012, 10:30 a.m.
Kensington Metropark – Nature Center
Page Two

8. Director Selection Process
9. Election of Board Officers
10. Deputy Director's Comments
11. Commissioners' Comments
12. Motion to Adjourn

The Kensington Golf Clubhouse dedication will immediately follow the Board of Commissioners meeting.

The next regular Board of Commissioners meeting will be held on Thursday, July 12 at 10:30 a.m. at Oakwoods Metropark at the Nature Center.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Janice Schlitters, C.P.P.B., Food Service Administrator
 Project No: ITB-12-015
 Project Title: Generator, 80kW, towable
 Location: Stony Creek Metropark
 Date: May 31, 2012

Bids Opened: Tuesday, May 8, 2012 at 2:00 p.m.

Scope of Work: Furnish and deliver a mobile generator to be stationed at Stony Creek Metropark. The purpose of this generator is (1) to provide temporary power to the Baypoint Beach sewage pump station in the event of electrical outage, and (2) the generator is configured to provide temporary power at other facilities which are planned to be equipped with either 100A or 200A receptacles in the future. Frequent power outages have resulted in pump station flooding and backups.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>	<u>Delivery</u>
<u>Responsive Bidders</u>			
CDIMS	Brighton, MI	\$48,527.00 2% discount net 10 days	Delivered
Competitive Lighting	Clinton Twp., MI	\$49,943.65	Shipping Point
PM Technologies	Wixom, MI	\$50,000.00	Delivered
<u>Non-Responsive Bidders</u>			
Lighting Power Electric	Coral Gables, FL	\$34,989.00*	Delivered
United Rentals	Shelby Twp., MI	\$39,745.00**	Delivered
Gen Power	Wixom, MI	\$41,730.00***	Delivered
PM Technologies (alt)	Wixom, MI	\$45,000.00**	Delivered
Facility Shield	Moreno Valley, CA	\$47,817.00****	Delivered

Notes on non-responsive bidders:

*Bid by Lighting Power Electric did not include specification sheet and was deemed to be non-responsive.

**Bids by both United Rental and alternate bid by PM Technologies did not meet specifications for number of receptacles.

***Bid by Gen Power was for a standby unit not prime as per the specifications.

****Facility Shield bid price did not include main power cable, start up or male receptacle.

This invitation to bid was posted on Michigan Inter-Governmental Website and was sent to 104 registered suppliers.

Recommendation: That the Board of Commissioners award ITB 12-015 to the low responsive, responsible bidder, CDIMS in the amount of \$48,527.00, 2 percent net 10 days, as recommended by Janice Schlitters, C.P.P.B., Food Service Administrator and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: Report – Wolcott Mill Golf Course
Date: May 31, 2012

Attached please find the Wolcott Mill Golf Course report as requested by the Board of Commissioners at the May 17, 2012 Special Meeting.

It is staff's recommendation that the Wolcott Mill Golf Course be retained in the recreation inventory based upon the factors included in the report; especially considering the course serves a predominantly senior clientele and that economic projections indicate a slow recovery.

Considering the Authority's reorganization efforts and concerns for legacy costs, staff is recommending a Request For Proposal (RFP) be prepared to ascertain potential interest from qualified bidders to operate and maintain the course.

Attachment: Wolcott Mill Golf Course Report

Recommendation: That the Board of Commissioners receive and file this report; and that staff be directed to prepare a Request for Proposal for Board review and approval, and subsequently solicit proposals from operators qualified to operate and maintain the golf course at Wolcott Mill Metropark beginning in the 2013 season as recommended by Deputy Director Almas and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: David C. Moilanen, Director and Gregory J. Almas, Deputy Director
From: Susan Nyquist, Chief Planner
Subject: Wolcott Mill Golf Course Report
Date: May 31, 2012

As directed by the Board, at the Special meeting conducted on May 17, 2012, staff has prepared a report to facilitate an informed decision by the Board as to the future of Wolcott Mill Metropark Golf Course.

This report provides a brief look at the history, background, budget, and statistics as a basis for making a recommendation. The options to consider are briefly listed and followed by a more detailed description.

Options for consideration as to the future of Wolcott Mill Golf Course:

1. Metroparks continue to operate golf course (status quo)
2. By RFP, seek a concessionaire to operate and maintain golf course.
3. Close course; repurpose area.
 - a. Keep open to public for low impact activities.
 - b. Keep open and develop new activities/facilities.
 - c. Earmark a portion of the course for a wetland bank/mitigation site
4. Close course and close the area in its entirety to the public.

They are more fully described below:

1. Metroparks will self-operate Wolcott Mill Golf Course now and into the future; while continuing its efforts to contain expenses and grow revenue.
2. Metroparks staff to invite potential concessionaires through a Request For Proposals (RFP) for the total operations and maintenance of the course and related facilities on a long term contract beginning in the 2013 season.
 - a. Prepare RFP for Board review and approval at the July meeting.
 - b. Advertise the RFP and invite potential golf concessionaires.
 - c. Return results of RFP and make recommendation to the Board at the September meeting.
3. Close the golf course and the clubhouse. Plan for alternative recreation activities that require minimum maintenance. Examples include:
 - a. Open as a walking park. Allow public access to the four miles of paved cart paths for, walking, running, biking, and exercising dogs. Costs would include:

- i. A nominal amount to winterize the clubhouse, maintain water filtration system, and perform routine minor repairs and maintenance (\$7,000 annually);
 - ii. A nominal amount to relocate above ground fuel storage tanks \$2,000);
 - iii. A nominal amount to mow the shoulders of the cart paths (\$1,000 annually);
 - iv. A nominal amount to rent portable restrooms (\$1,000 annually).
- b. Introduce new activities. This would require significant capital investment and funds for maintenance and operations. Costs would include:
- i. Maintain the cart paths for walking (\$1,000 annually)
 - ii. Construct a disc golf course north of the golf course (\$50,000 with projected revenue of \$20,000 annually)
 - iii. Note: A disc golf course could be added even if the golf course remains open and operate out of existing golf clubhouse
 - iv. Redevelop driving range as a dog park (\$40,000 include a \$40/per year annual pass)
 - v. Develop a picnic area including shelter (\$25,000), comfort station (\$100,000), play equipment (\$20,000)
- c. Designate a minimum of 10 acres as wetland bank. This project would produce future but unknown revenue as negotiated on a case by case basis when local developers need assistance (purchase credits) mitigating compromised wetlands.

4. Abandon the golf course and all facilities.

- a. Close this portion of the park to the public until such time as the demand requires redevelopment. Costs may include:
- i. A nominal amount to winterize the clubhouse, maintain water filtration system, and perform routine minor repairs and maintenance (\$7,000 annually); OR
 - ii. Demolish the clubhouse (\$60,000)
 - iii. A nominal amount to relocate above ground fuel storage tanks;

The first several years of operation of the Wolcott Mill Golf Course (formerly Northbrook) were successful, as anticipated. As shown on Chart 1 during the first three years of operations, revenues paid for the maintenance and operations expenses. Successive years, however, would start to fall victim to a sagging economy, stalled residential and commercial development, unemployment, and home foreclosures. Across the country the golf boom had come to staggering and sudden halt. The reduction in personal, disposable income was forcing people to change their spending habits and golf had become a luxury that fewer and fewer could afford. And while golf almost survived the economic downturn, since 2008, there continues to be a steady decline. Owners of golf courses, both private and public, are being forced to make difficult decisions as to the future of their operations.

Wolcott Mill Golf Course is one such facility. This discussion will outline some factors that should be considered when weighing the options for its future use.

1. The public has invested \$3.1 million dollars in the purchase of the course and subsequent major capital improvements. (See Table 1). It is recommended that public input be solicited when making a decision.
2. While use has declined, golf is still a recreation activity participated in by a segment of the population.
3. The facility is a good value for seniors and retirees in the area that enjoy its playability and fair price.
4. There are 15 leagues (330 golfers) using Wolcott Mill Golf Course.
5. All efforts are being made by park staff to reduce expenses while keeping the course well maintained.
6. All efforts are being made to maintain existing golfers, attract new golfers, and increase revenue.
7. It may be too soon to project that the golf industry will continue to decline or rebound when the economy experiences growth. While the economy in the region remains unpredictable, there are projections that declines may end as soon as 2014 and 2015 will remain flat or experience some growth. Recovery will be slow but as growth occurs, residents of the area are sure to return to those leisure activities they had given up when they were forced to conserve. Golf may experience slow but steady growth as well.
8. The major dip in revenue and rounds played in 2011 can be explained by the wet and cold spring that kept players at home and the golf course often too wet to play. (Table 2 and Chart 1).
9. Any decision regarding the future of the golf course at Wolcott Mill Metropark has an impact on the draft Five-Yea-Plan currently under consideration by the Board. Staff is seeking direction from the Board.

BACKGROUND

Wolcott Mill Metropark is located in central Macomb County in Ray Township. In the late 1960s, the Southeast Michigan Council of Governments (SEMCOG), regional planning agency for the seven county region of southeast Michigan projected that this area of Macomb County was the fastest growing community in the region. Anticipating the growth, the Metroparks began to seek an area suitable for park development that would serve future residents. Located on the north branch of the Clinton River, Wolcott Mill farm and historic grist mill and the surrounding 2500 acres was a perfect fit. It could provide recreational access to natural resources, large tracts of land for the development of recreational activities, and facilities for historic interpretation and education. With the foresight to begin acquiring land to preserve for future public access, the HCMA Board of Commissioners, approved the future park boundaries and a master development plan, and began acquiring land in 1973.

True to the mission and formula of a Metropark, the master plan for Wolcott Mill included limited access points, picnic areas, trails, an interpretive center, activity area with a manmade water feature, swimming pool, golf course, and plenty of outdoor space for leisure activities. The growth spurt in Macomb County continued to show that the SEMCOG projections might become reality. During this period of residential and commercial growth, there was also a boom in golf. And during this time of prosperity, golfers were seeking the challenge of higher end prestigious courses. The Metroparks, too, had already developed golf courses in many of the parks under its management. The underlying philosophy of Metropark courses were that they would be relatively inexpensive to construct, easy to maintain, and generated revenue would help support the operations and maintenance of non-revenue park facilities such as trails, beaches, and picnic areas. In addition, Metropark courses would provide a stage for the novice and the average golfer, with just enough challenge to attract better and more experienced players.

The Wolcott Mill approved park boundaries encompassed a privately owned and operated golf course. By including Northbrook Golf Course within the boundary, the HCMA Board of Commissioners recognized that the course would be a valuable asset to rapidly growing region if it were in public ownership. In 1990, the owners of Northbrook approached the Metroparks with an interest to sell. Discussions began. Discussions stalled. There was hope for grants. There were grants denied. Eight years would pass until in 1998, Metroparks finally approved the purchase of the golf course. (See attached timeline)

WOLCOTT MILL METROPARK
NORTHBROOK GOLF COURSE
TIMELINE

1990 March

- Northbrook owners offer to sell and make a request for an appraisal.
- Secretary Beem reported that the 97acre course is located within the project boundaries of Wolcott Mill Metropark and has been included since its inception. Staff recommended that the Board approve the firm of McKay Golf and Country Club Properties to prepare a letter of opinion which would provide a value that is within 10-20% of market value.

Commissioner Comments

- Staff was directed to also study the cost of developing our own golf course on other land at Wolcott Mill.
- Staff was directed to estimate the cost to upgrade the existing course.
- It was suggested that staff prepare a market analysis prior to making a decision on building another golf course at Wolcott Mill.

Board Action

It was moved by Commissioner Welsh, supported by Commissioner Kreger to retain firm of McKay Golf and Country Club Properties to prepare a letter of opinion type of appraisal on the Northbrook Golf Club.

1997 January

- Staff presented a request by Northbrook Golf Club owners to renew negotiations for the HCMA to purchase the property; and they requested approval to an appraisal so that a grant application to the Michigan Natural Resources Trust Fund could be made.

Board Action

It was moved by Commissioner Young, supported by Commissioner Weiss to authorize the appraisal.

1997 February

Board Action

It was moved to amend Five-Year-Plan to include land acquisition as a priority.

1997 May

Board Action

It was moved by Commissioner Hertel, supported by Commissioner Young, to accept the Grant/Option to purchase the Northbrook Tavern at Wolcott Mill Metropark in the purchase amount of \$1,900,000. This action was in conjunction with the grant application to the Michigan Natural Resources Trust Fund for assistance in acquiring the property.

1997 August

- The project was not awarded a grant and was automatically resubmitted to the 2nd round. Chief Planner Duncan recommended changes from original grant application:
 1. Indicate that the facilities would be open year round and not be limited to golf.
 2. Implement controlled, managed goose hunts.
 3. Increase the cost share from 75% State, 25% HCMA to 70% State, 30% HCMA, which would change the cost share from \$475,000 to \$510,000 for HCMA

Board Action

It was moved by Commissioner Welsh, supported by Commissioner Weiss to follow staff's recommendation.

1998 February

- Staff (Chief Planner Duncan) recommends direct purchase of Northbrook Golf Course due to the failure to be approved a grant from the Michigan Natural Resources Trust Fund. The possible purchase was considered when preparing the 1998 budget.
- Duncan reported that per the Wolcott Mill Metropark master plan, the purchase of the golf course is important. The Master plan developed in the 1970s included a golf course in this location. Having a golf course in this location helps anchor the southern portion of Wolcott Mill in terms of our relationship with Ray Township giving us three strong user facilities within the park. With the farm on the north, the grist mill in the central and the golf course on the south, the opportunity to begin connecting those facilities into a single unit is closer to reality.
- The Northbrook Golf Course serves a very real recreational need in this sector of our region. Over the years and, in particular, more recently, it is meeting the needs of the new golfer, learning golfers, and seniors. This type of course is important in this area as the new courses being built are fairly upscale and are often overpowering to this market. Northbrook generates, on the average, between 25,000 to 30,000 rounds per year.
- As the Northbrook Golf Course is within the approved park boundaries, is serving the needs of a particular "niche" of golfers in the overall golfing market, will generate revenues to help offset park operating costs, funds necessary to purchase are available, and the HCMA presently has an option to purchase the course, it is our strong recommendation that the HCMA purchase Northbrook Golf Course as an integral part of Wolcott Mill Metropark.

Board Action

It was moved by Commissioner Young, supported by Commissioner Kreger to exercise the "Option to Purchase" Northbrook Golf Course for an amount not to exceed \$1,900,000.

Commissioner Comments

- Commissioner Young felt that the purchase is a good buy but the golf course needed work. Commissioner Young said he would like immediate progress on the needed improvements and suggested using surplus funds generated from the operation of the course to expedite the improvements.

TABLE 1

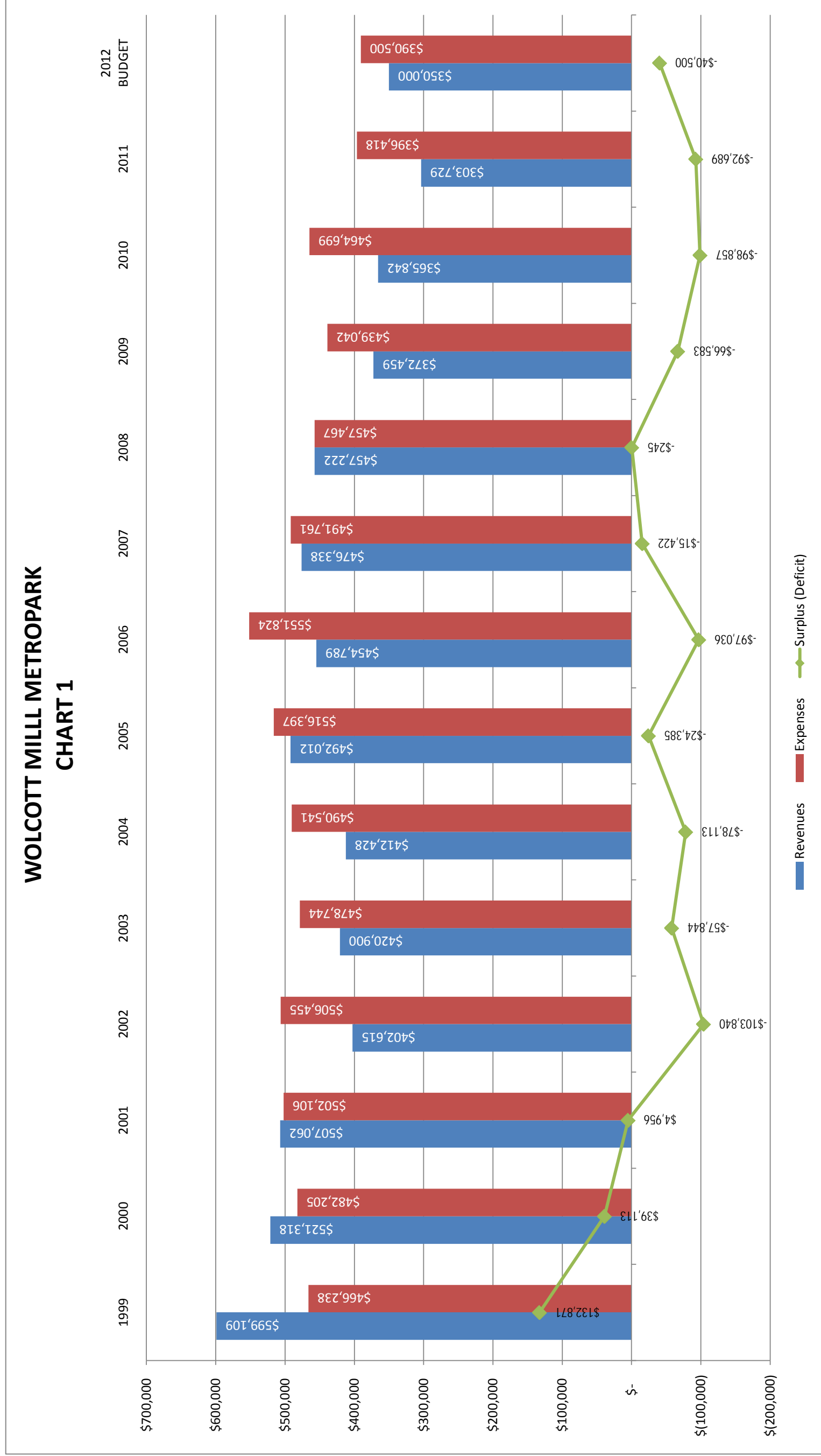
WOLCOTT MILL GOLF COURSE CAPITAL IMPROVEMENTS AND LAND ACQUISITION		
GOLF COURSE CLUBHOUSE RENOVATIONS	1999	39,596.91
NORTHBROOK GOLF COURSE PARKING LOT	1998	35,000.00
NORTHBROOK GOLF COURSE IRRIGATION AND PUMPHOUSE	1998	300,000.00
NORTHBROOK 18 HOLE GOLF COURSE	1998	665,000.00
NORTHBROOK GOLF COURSE TREE PLANTING	2001	10,175.00
GOLF COURSE-AUTOMATE IRRIGATION SYSTEM	2001	84,403.90
ABOVE GROUND FUEL STORAGE TANK BLDG	2001	65,310.97
GOLF COURSE ENTRANCE RD ASPHALT SURFACE	2000	20,628.77
GOLF COURSE IRRIGATION POND DEVELOPMENT	2001	28,797.18
GOLF COURSE RIVERBANK RIPRAP STABILIZATION	2001	10,837.87
GOLF CART ASPHALT CART PATHS	2002	64,554.45
GOLF COURSE CART PATH BRIDGE REPLACEMENTS	2002	344,633.89
GOLF COURSE ASPHALT CART PATHS - 4500 LF	2002	65,002.41
FARM & GOLF COURSE LANDSCAPING; TREES, SHRUBS,	2005	34,304.57
NORTHBROOK GOLF COURSE ASPHALT CART PATH	2005	101,014.63
GOLF MAINTENANCE ROAD(1400LF) & MAINT LOT (1680LF)	2006	150,183.93
GOLF COURSE PATIO (TOTAL RECONSTRUCTION)	2006	29,108.33
PARK PLANTINGS-31 TREES, 90 PERENNIALS-GOLF COURSE	0	8,687.84
GOLF CART PATH(15 TEE TO 17 GREEN & 18 FAIRWAY)	2006	96,138.47
PARK TREE PLANTINGS-700 SEEDLINGS; 10 MATURE TREES	0	10,767.63
GOLF COURSE CART PATH ON LOWER EAST SIDE OF COURSE	2009	183,434.32
		2,347,581.07
LAND ACQUISITION		
22.00 acres		182,064.53
35.50 acres		286,193.51
39.39 acres		315,821.11
		784,079.15
96.89 acres		3,131,660.22

WOLCOTT MILL GOLF COURSE REVENUES AND EXPENSES 1999-TO PRESENT TABLE 2

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Revenues	\$ 599,109	\$ 521,318	\$ 507,062	\$ 402,615	\$ 420,900	\$ 412,428	\$ 492,012	\$ 454,789	\$ 476,338	\$ 457,222	\$ 372,459	\$ 365,842	\$ 303,729	\$ 350,000
Expenses	\$ 466,238	\$ 482,205	\$ 502,106	\$ 506,455	\$ 478,744	\$ 490,541	\$ 516,397	\$ 551,824	\$ 491,761	\$ 457,467	\$ 439,042	\$ 464,699	\$ 396,418	\$ 390,500
Surplus (Deficit)	\$ 132,871	\$ 39,113	\$ 4,956	\$ (103,840)	\$ (57,844)	\$ (78,113)	\$ (24,385)	\$ (97,036)	\$ (15,422)	\$ (245)	\$ (66,583)	\$ (98,857)	\$ (92,689)	\$ (40,500)

of Rounds 29,404 25,540 24,329 20,436 20,404 20,266 23,104 21,759 23,079 22,622 18,303 18,677 15,390

WOLCOTT MILL METROPARK
CHART 1





27 Mile

27 Mile Rd

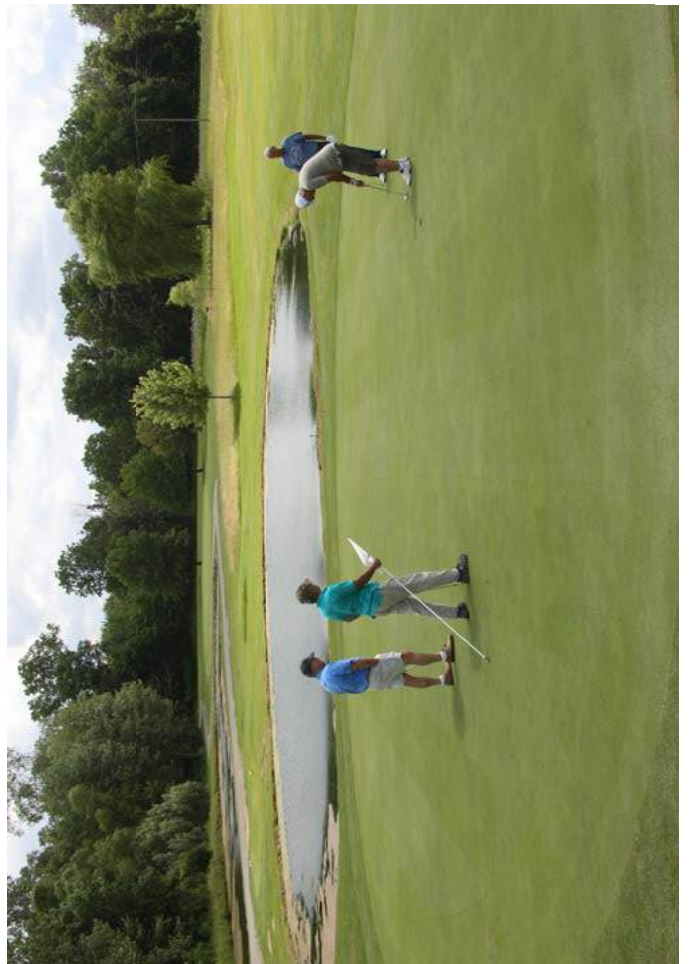
Wolcott Mill Golf Course

Ray Center Rd

Clinton River North Branch

Wolcott Mill Golf Course





Emanuele F. Delitala
29564 Hickey Rd
Chesterfield, MI 48051
May 13, 2012

Huron-Clinton Metroparks
Board of Commissioners
13000 High Ridge Drive
Brighton, MI 48114-9058

Dear Commissioners:

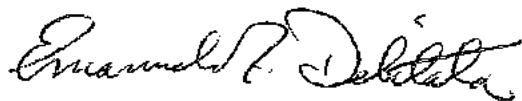
I am a member of Trinity Lutheran Golf League playing at Wolcott Mill Golf Course on Mondays. I understand that you are evaluating the continuing status of this course and possibly others. I am concerned that this course may be shut down.

I have seen tremendous improvement on this course the last several years. Cart paths, greens, and fairways have all been improved. This is a challenging and fair course, and a pleasure to play. In addition, the personnel are friendly and add to the positive experience we have there.

I and several others in our league (retired or teachers) like to arrive early and play an additional 9 holes before our scheduled round. Most league members stay for refreshments, food, and camaraderie after we finish. The staff is attentive to our needs and always pleasant.

Please consider maintaining Wolcott Mill Golf Course as part of the Metroparks family of recreational areas.

Sincerely,



Emanuele F. Delitala



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 709-12L
 Project Title: Hike-Bike Trail Infrared Pavement Repairs
 Project Type: Major Maintenance
 Location: Stony Creek Metropark, Macomb County
 Date: May 31, 2012

Bids Opened: Tuesday, May 22, 2012 at 2:00 p.m.

Scope of Work: Project includes asphalt pavement repairs by infrared heating method of approximately 150 areas of hike-bike trail and incidental work. Areas to be repaired are located between the south trail entrance and the 26 Mile Road Bridge. Localized major cracks and deterioration of hike-bike trail pavement pose potential safety issues at numerous areas of the trail, particularly in cases where spot patching and crack filling are ineffective. In-place repairs of asphalt pavement by infrared heating and reconditioning provides a successful, cost-effective alternative to pavement removal and replacement.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Asphalt Management, Inc.	Flushing, MI	\$13,999.50
Total Budget Amount for Contract Services and Administration		\$14,000.00
Proposed Work Order Amount		
Contract Amount – Asphalt Management (Rounded)		<u>\$14,000.00</u>
Total Proposed Work Order Amount		\$14,000.00

The following contractors obtained bidding documents but did not submit a bid: Al's Asphalt, Taylor

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

Recommendation: That the Board of Commissioners award Contract No. 709-12L to the lowest responsive, responsible bidder, Asphalt Management, Inc., in the amount of \$13,999.50 as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 709-12K
 Project Title: Hike-Bike Trail Resurfacing and Repairs
 Project Type: Major Maintenance
 Location: Stony Creek Metropark, Macomb County
 Date: May 31, 2012

Bids Opened: Tuesday, May 22, 2012 at 2:00 p.m.

Scope of Work: Project includes resurfacing of approximately 3,400 lineal feet of hike-bike trail pavement, including areas of pavement reconstruction, along with topsoil placement and turf establishment. Areas to be resurfaced and repaired are located between the 26 Mile Road Bridge and the traffic circle area. Existing pavement surfaces are deteriorated, beyond repair and poses potential safety issues.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
T&M Asphalt Paving, Inc.	Milford, MI	\$53,305.00
Total Asphalt Paving, Inc.	Washington Township, MI	\$54,160.50
Florence Cement Company	Shelby Township, MI	\$55,070.00
James P. Contracting, Inc.	Washington, MI	\$64,924.00
Total Budget Amount for Contract Services and Administration		\$48,000.00
Proposed Work Order Amount		
Contract Amount – T&M Asphalt Paving (Rounded)		\$54,000.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$56,000.00

If a contract is awarded, no additional appropriation of funds will be necessary. Sufficient funds exist in the Stony Creek Major Maintenance account to cover the difference between Budget Amount and low bid plus contract administration.

*The following contractors obtained bidding documents but did not submit a bid:
 Pavex Corporation, Trenton*

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

Recommendation: That the Board of Commissioners award Contract No. 709-12K to the lowest responsive, responsible bidder, T&M Asphalt Paving, Inc., in the amount of \$53,305.00 as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Report – Cooperative Projects with Macomb County Department of Roads
 Location: Stony Creek Metropark, Macomb County
 Date: May 31, 2012

HCMA staff has recently had discussions with the Macomb County Department of Roads (MCDR) on two projects of mutual concern at Stony Creek Metropark, as detailed below. Staff wishes to provide an update to the Board on their status at this time. Staffs intent is to continue these discussions, and we ask that the Board to authorize staff to do so.

Hike-Bike Trail Connector, 26 Mile Road Trail to Stony Creek Trail

For several years, the Macomb County Planning Department has expressed interest in developing a trail connector extending from Macomb County's existing trail along 26 Mile Road into Stony Creek Metropark. Informal discussions on this subject have taken place occasionally in the past. Recently, we have resumed these discussions with the MCDR, and their letter dated May 29, 2012 is attached. The proposed trail would extend approximately 1,600 feet from MCDR's trail (which terminates at the TRW entrance drive), across Stony Creek's easterly boundary line, to HCMA's hike-bike trail just south of the toll area. The trail would be asphalt-surfaced and 10-feet in width. Approximately 500 feet of trail would be located within the MCDR's 26 Mile Road right-of-way, and approximately 1,100 feet of trail would be located on HCMA property. The MCDR has indicated that they intend to design and construct the trail connector, and that their current budget amount for construction is \$75,000.

This trail connector will provide Stony Creek Metropark with a direct link to the Macomb Orchard Regional Trail that crosses 26 Mile Road at Mound Road, approximately one-half mile to the east of the proposed trail connector. Macomb County has been actively pursuing the development of a countywide trail network that will connect communities and recreational resources, similar to the Utica trail connection that will ultimately connect Stony Creek Metropark to Lake St. Clair Metropark.

Stormwater Drainage Improvements, Inwood Road at Stony Creek Bridge

HCMA and MCDR have recently been in discussion regarding stormwater runoff from Inwood Road into the Stony Creek waterway, at the roadway bridge over the Creek, north of the Nature Center. Inwood road is gravel-surfaced roadway, and over time, gravel haulers transporting material from nearby sources have caused spillage and erosion on the road. This has necessitated frequent grading by MCDR, which has effectively widened the existing roadway to 40 feet. The roadway slopes toward the bridge crossing for a distance of approximately one-half mile, and its existing ditches have been filled by spilled aggregate and sediment. The spillage, erosion and stormwater discharge process has in turn increased the amount of sediment loading into Stony Creek. As a result, water quality in the Creek and upper Stony Lake areas has become markedly degraded.

HCMA staff has expressed its concerns regarding this situation to MCDR, and MCDR is moving forward to address the issue. Based on preliminary discussions, MCDR plans to improve the roadside ditches and implement design stormwater controls to improve the conveyance, detention and treatment of stormwater prior to its discharge into the Stony Creek. MCDR plans to incorporate best management practices, including natural vegetative areas to attenuate, filter and absorb stormwater runoff.

HCMA and the MCDR have worked together on a number projects in the past, at Stony Creek, at Wolcott Mill and at Lake St. Clair Metroparks. As with other Macomb County agencies, the MCDR's cooperation has been invaluable to HCMA in providing numerous improvements of mutual benefit.

Attachment: MCDR letter to HCMA regarding 26 Mile Road Trail

Recommendation: That the Board of Commissioners authorize staff to continue discussions with the Macomb County Department of Roads on these cooperative improvement projects, as recommended by Chief Engineer Arens and staff.



Mark A. Hackel
County Executive

DEPARTMENT OF ROADS

117 South Groesbeck Highway • Mount Clemens, Michigan 48043

Phone: (586) 463-8671

www.MacombCountyMi.gov/roads

6-B-3-a

Robert P. Hoepfner, P.E.
Director of Roads

May 29, 2012

Mr. Dave Moilanen, Director
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114

Dear Mr. Moilanen:

I would like to request your approval to allow your staff to work with the Macomb County Department of Roads to complete the 26 Mile Road Trail by connecting it to the trail network inside the Stony Creek HCMA park. The 26 Mile Road trail is currently finished from Mound Road (the connecting point to the Macomb Orchard Trail) west to the TRW property that is adjacent to the park. Because there is no connection, walkers and runners have made it into the park through a dirt trail that infringes upon the property occupied by TRW.

This project would develop a formal asphalt trail entrance into the park that would extend the 26 Mile trail across TRW's property frontage and enter in the southeast corner of the park. Completion of this project will provide an alternative to locals trespassing on TRW's site and allow for an ADA-accessible trail connection that will provide bike access into and out of the park. The completion of this project is important as it will provide a direct link from the Stony Creek Park trail network to the 23.5 mile long Macomb Orchard Regional Trail. From the Macomb Trail, users can head north or south and be able to travel to either St. Clair or Oakland Counties.

We have been able to secure some funding from our current budget for construction of this connection. The ability to work collectively with HCMA park staff and TRW is the type of collaborative efforts that can be beneficial for all involved. Please review this request and submit it to any subcommittee or board necessary to authorize time for your staff to work with us.

We look forward to working with you. Please feel free to contact me at 586.463.0344 should you have any questions regarding this project. Thank you for your consideration in this matter.

Sincerely,

Robert P. Hoepfner, P.E.
Director of Roads

RPH/svs



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Proposal, Oil and Gas Lease, Jordan Development, Inc.
 Location: Indian Springs Metropark, Oakland County
 Date: May 31, 2012

On Sept. 8, 2011, the Board of Commissioners approved a Seismic Contract with Jordan Development, Inc. of Traverse City to explore the potential for oil and gas development within Indian Springs Metropark. The Seismic Contract allowed Jordan to perform seismic testing in the park, for which a charge of \$1,000 per mile of test line was assessed. Initial seismic testing is complete, and at this time Jordan believes there is good potential for development.

Jordan's area of interest covers the entire 2,500-acre park. Total acreage ultimately to be leased will depend on results of the final seismic survey and initial well development. The oil/ gas-bearing formation covers several township sections, within and beyond the park's boundary. Therefore Jordan is securing mineral leases from other property owners within southeastern Springfield Township and northeastern White Lake Township. Due to the potentially large area of the formation, Jordan expects the development process be phased over time. Information gained from initial well development is needed to determine properties of the formation, in order that the location and design of additional wells can be planned.

The approved Seismic Contract includes an exclusive option for Jordan to enter into an oil and gas lease. If Jordan exercises the option and the lease is approved, the key terms of the lease, as stipulated in the Seismic Contract, will be as follows:

- Bonus Payment: The bonus payment (the upfront, per-acre payment for land area proposed to be leased) will be \$150 per acre elected by Jordan.
- Primary Term: two-year primary lease term, during which Jordan must commence operations; lease remains in effect so long thereafter as operations are continuously in progress.
- Form of Lease: The form of oil and gas lease will be similar to the most recent oil and gas lease executed by HCMA.
- Royalty Percentage: Royalty percentage is proposed to be 25%, in monthly payments, proportional to leased acreage in the unit.
- Limited Development Lease: Jordan will have limited access for well development, and mutual consent will be required for actual wellhead location. HCMA will restrict wellhead locations to only those non-environmentally sensitive, non-recreational use locations within Indian Springs. Hydraulic fracturing will not be permitted.
- No Oil and Gas Production Facilities: Jordan will have no right to locate any production facilities on HCMA land.

Jordan has now determined that there is good potential for oil and gas development, therefore they wish to exercise the lease option at this time. Jordan's April 23, 2012 letter is attached. Jordan proposes to initially lease approximately 316 acres in the in the southern portion of the park. The initial area proposed for lease is located in the northeast 1/4 of Section 3, the northwest 1/4 of Section 2, and the northwest 1/4 of the northeast 1/4 of Section 2, White Lake Township. A map of this proposed lease area is attached.

If the initial well is successful Jordan will wish to exercise the option for the remaining acreage within Indian Springs Metropark prior to the Sept. 8, 2012 deadline as stipulated in the Seismic Contract. In this case, Jordan will request HCMA's approval of additional lease area and potential well sites prior to that deadline.

The proposed site for the initial-phase well is within a 16-acre (approx.) parcel of land owned by HCMA, located just northeast of the intersection of White Lake and Teggerdine roads. Staff has coordinated with Jordan as to which areas within the park are off-limits for wellhead location, due to environmental, recreational use, or other considerations; and staff has identified areas which are potential candidates for well location. This particular location for initial well development was selected due to its horizontal proximity to the proposed bottom-hole location. The target formation is approximately 3,800 to 4,000 below ground surface.

The area selected for the wellhead is not environmentally sensitive, it is not a developed recreational use area, and the approved land use plan for Indian Springs indicates that it will remain an undeveloped buffer area. The well construction site will be screened and located away from public view to the greatest extent possible. Drilling operations would take approximately one month to complete. After construction the only visible items remaining will be the above-ground wellhead components, fencing and gravel access drive. Production facilities to which oil and/or gas will be transported via flowlines (that is, tank batteries for oil, compressor station for gas, and related plant and transport facilities) will be located off HCMA land. Jordan is currently identifying potential sites in the general vicinity for production facilities.

The proposed oil and gas lease, as tentatively agreed to by Jordan and Staff, is attached. The lease is similar in form to previous leases approved by HCMA, and revised by Staff with assistance from the legal firm of Topp Law, PLC of Gaylord, Michigan. Topp Law is a firm specializing in oil and gas leases and was recommended by Miller Canfield, with whom staff also coordinated on the project. Revisions were made as necessary to address the specific requirements of the project, and as negotiated between Staff and Jordan. Additional key terms are as follows:

- Bonus payment to be \$150 per acre times 316 acres = \$47,400;
- Horizontal zoning to exclude from the lease all formations below the Black River formation;
- Shut-in royalty of \$25 per acre, to be paid in the event any producing well is temporarily shut in for a period of more than 90 days;
- Provisions strictly limiting deduction of post-production costs from royalty payments;
- Provisions addressing non-compliance and correction by Jordan;
- Provisions regarding pooling and unitization;
- Assignment of lease only with express written consent of the parties;
- Provisions for operations under the lease to be conducted only by Jordan or a firm acceptable to HCMA;
- Indemnification by Jordan for damages, losses, etc. arising from their activities;
- Provisions assuring immediate effect of lease, strict definition of title defect, etc, which assure Jordan's payment of the up-front bonus payment;
- Protection and restoration clauses;

- Limitation of access to specific areas within the park, as designated by HCMA; and
- Insurance provisions; severability clause

As in the past, our key considerations in all HCMA oil and gas leases are:

- Environmental: Protect HCMA lands; minimize environmental impact; be considerate of neighboring property owners and local communities.
- Economic: Maximize the economic potential for oil and gas development to HCMA.
- Developer Qualification: Work with reputable developers, in terms of their ability to protect the environment, to maximize economic return, to conduct operations safely and cooperatively, and to comply with the terms of the lease.
- Control: Retain maximum possible control over the developer's activities, through the provisions of the lease and active oversight of the project.

HCMA has authorized numerous oil and gas leases in the past. In 1992, 1993, 1994, 2000 and 2001, HCMA approved oil and gas leases with the firm of West Bay Exploration of Company of Traverse City, Michigan covering a total of 1,056 acres in Kensington Metropark. West Bay has developed five wells, four located within Kensington and one outside the park. Three of these five wells were closed in 2011. Additionally, the firm of Wellmaster of Rothbury, Michigan owns a 40-acre oil and gas lease in Kensington Metropark, which is currently being redeveloped.

In accordance with the Board of Commissioner's Resolution of Feb. 10, 1994, oil and gas royalties are deposited in the Authority's Supplemental Major Maintenance (SMM) Fund. The SMM Fund is dedicated to major maintenance, repair and reconstruction of essential park infrastructure, for projects whose combined total estimated cost exceeds \$200,000. These are projects that would otherwise be difficult to fund through the Authority's general fund without significantly impacting other areas of the budget. HCMA's oil and gas leases, and the SMM Fund they support, have produced approximately \$13 million in revenues since 1993.

**Attachment: Jordan Development, Inc. April 23, 2012 letter
A Map of the Proposed Lease Area**

Recommendation: That the Board of Commissioners approve the attached Oil and Gas Lease and receive in payment thereof an up-front bonus payment in the amount of \$47,400 as recommended by Chief Engineer Arens and staff.

JDC **JORDAN DEVELOPMENT COMPANY, L.L.C.**
1503 GARFIELD ROAD NORTH • TRAVERSE CITY, MICHIGAN 49696
Telephone: 231.935.4220 • Facsimile: 231.935.4450

April 23, 2012

Mr. Michael Arens
Huron-Clinton Metro Authority
13000 High Ridge Drive
Brighton, MI 48114-9058

RE: Seismic Permit with Oil & Gas Lease Option

Mike,

As you know, Jordan has been working diligently on acquiring seismic data and leasehold in the area of the Indian Springs Metro Park lands since we signed the Seismic Option last September. We now are to a place where we desire to drill a well to test for oil/gas. We are therefore proposing to exercise a portion of the Option by entering into an Oil and Gas lease covering the lands Metro Park owns in the NE/4 of Section 2 and all of Section 3 of White Lake Township. This covers approximately 316 gross acres.

Jordan would like to have the Lease presented before the HCMA board at the May meeting as we would like to stake a well soon thereafter. We have spotted a surface hole location that we believe will be amenable to you and your operations on the Indian Springs land. See the attached map showing the proposed location.

We have also wanted to make you and your board aware that we have identified 2 offsite optional locations for a production facility should we be successful with this well. We know this was a concern to your board so we wanted to let you know that we do in fact have options for the location of a potential facility on other private property in the vicinity.

In the event Jordan is successful in this first well, we would desire to exercise the remaining acres on the Option with you prior to our September 8th 2012 Option deadline. We do believe that there are multiple prospects on the Indian Springs property so we are excited to drill this first well to test for oil and we will look forward to working on future sites with your staff.

Please contact me at your earliest convenience to discuss the May board meeting and location of proposed well site.

Very truly yours,
Jordan Development Company, L.L.C.

Benjamin S. Brower
Its: Vice President

OIL AND GAS LEASE

LEASE NO. _____

THIS AGREEMENT is made effective as of the ____ day of _____, 2012, by and between the Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended, whose offices are located at 13000 High Ridge Drive, Brighton, Michigan, 48114 (hereinafter called Lessor) and Jordan Development Company, LLC, a Michigan Limited Liability Company whose offices are located at 1503 Garfield Road North, Traverse City, Michigan 49696 (hereinafter called Lessee).

1. Lessor, for and in consideration of \$47,400.00 (\$150 x 316 acres) by certified check in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said Land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with removing oil and/or gas produced from said Land. Said Land is in the County of Oakland, State of Michigan and is described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTIONS

Containing 316 acres, more or less, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), nitrogen, carbon dioxide and other gases.

This is a limited horizon lease. If at the end of the primary term, this lease is being maintained beyond the primary term, as defined in this lease, by operations on the leased premises or on lands pooled or unitized therewith, this lease shall only remain in effect as to those formations located from the surface of the earth to 150 feet below the base of the Black River formation or 150 feet below the base of the formation of the deepest depth drilled, whichever is deeper.

This is a limited development lease. Lessee and Lessor agree that any surface activity to be conducted on Lessor's property under the terms of this lease, whether drilling of wells, laying of pipelines, building access roads, shall be done with the mutual consent of Lessor and Lessee. Lessor will not unreasonably withhold such consent. It is agreed that no production equipment whatsoever (tanks, treater, power stations, compressors, gas processing facilities or any other production equipment whatsoever) will be constructed on said Land without the prior written consent of the Lessor.

2. It is agreed that this lease shall remain in force for a primary term of two (2) years from the date of this lease, and so long thereafter as operations are conducted upon said Land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said Land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 60 days before the end of the term,

this lease shall not terminate at the end of the primary term if operations are again conducted within 60 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, reworking, re-completing, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas in paying quantities.

3. Lessee covenants and agrees to pay Lessor by mail at its address given above on or before the 20th day of each month the following royalties: (a) To deliver to the credit of Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-fourth of the oil produced and saved from said Land, at the option of the Lessee, Lessee may sell the oil produced and saved from said Land and pay Lessor one-fourth of the gross amount received by Lessee at the point of sale, free of all costs including post production costs; (b) To pay Lessor on gas produced from said Land (1) when sold by Lessee, one-fourth the gross amount received by Lessee, computed at the point of sale; or (2) when used by Lessee for purposes other than those specified in Paragraph numbered 7 of this lease, one-fourth of the gross market value at the point of sale whether on or off said Land, of the gas so used; free of all costs including post production costs except for Lessor's proportionate share of the following: removal of carbon dioxide (CO₂), and third party transportation costs after the tailgate of the central production facility and after the point of entry into any of: (i) an independent, non-affiliated, third-party-owned pipeline system; or (ii) A pipeline system owned by a gas distribution company or any subsidiary of the gas distribution company, which is regulated by the Michigan Public Service Commission. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder; provided, however, it is understood and agreed that Lessor is a governmental agency and therefore exempt from payment of severance tax in accordance with Revenue Administrative Bulletin 2001-5 of the Michigan Department of Treasury. Accompanying each royalty payment, Lessee shall provide Lessor with documentation itemizing products and quantities sold, unit prices and extended totals, along with supporting documentation from the product purchaser(s) at the point of sale. Lessor shall have reasonable access to lessee's books, records, drilling and operations data, as necessary to confirm compliance with the terms of the lease

4. If any well, capable of producing oil and/or gas, in paying quantities, located on said Land or on lands pooled or unitized with all or part of said Land, is at any time shut in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said Land or on land pooled or unitized therewith, but Lessee does not covenant or agree to re-inject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If any wells on said Land, or on lands pooled or unitized with all or part of said Land, are shut in, then within 90 days after the well was shut-in and annually thereafter (annual period) during which any such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor at the address given above, the sum of \$25.00 multiplied by the number of net mineral acres subject to this lease, provided, however that if production from said shut-in well or wells located on said Land or on lands pooled or unitized therewith is sold or used off the premises before the end of any such annual period, Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment

may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 90 days after the well was shut-in shall be deemed sufficient payment as herein provided. It is expressly provided, however, that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for any single period of more than three successive years.

5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 45 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder.

6. If this lease covers less than the entire undivided interest in the oil and gas in said Land (whether Lessor's interest is herein specified or not), then the royalties and shut-in royalties shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said Land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 500 feet from the house or barn now on said Land without written consent of Lessor. Lessee shall pay for damages to said Land caused by Lessee's operations.

8. Lessee is hereby granted the rights to pool or unitize said Land, or any part of said Land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres. If units larger than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and may reform said unit to include after-acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time during the continuance of this lease, either before or after production is obtained, so long as a maximum well density of one well per 160 acres is maintained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, drilling or production units, or use of material and equipment.

10. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

11. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 60 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 60 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 30 days after the end of the period of suspension.

12. The interest of either party hereto may be assigned only with the express written consent of the other party. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said Land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, from and after the date of the assignment, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

13. Lessor agrees that Lessee may pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said Land, after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

14. Lessee may at any time surrender this lease as to all or any part of said Land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said Land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

15. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

16. Lessee, its successors and assigns, shall be and remain responsible for all damages to the said Lands, to the related surface real estate and all injuries to any person caused by, incident to, arising out of or in connection with any of Lessee's operations hereunder. Accordingly, Lessee, its successors and assigns, shall defend, indemnify and hold Lessor, its management, partners, employees and agents harmless against any claims, suits, damages, losses, demands, costs and expenses, or liabilities whatsoever including actual attorney fees, suffered by Lessor arising out of the following activities conducted by Lessee, or those having a contractual relationship with Lessee, on the said Lands or on adjoining property impacting the said Lands through migration:

- (i) Oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment and related activities.
- (ii) The generation, processing, handling, transportation, storage, treatment, recycling, marketing, use, disposal, or release of oil, natural gas, natural gas liquids, all other petroleum substances, any waste material, or any "Hazardous Substance" or "Pollutant" or "Contaminant" as those terms are defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or Part 201 of PA 1994, the Natural Resources and Environmental Protection Act.
- (iii) The negligent or willful misconduct during the operations on the said Lands or the violation of any of Lessee's covenants, promises, duties or obligations under this Lease.

It is further understood and agreed that the term "Lessee's operations" shall mean and include all the operations of Lessee, its employees, contractors, agents, licensees, invitees and/or successors and assigns.

17. By its execution below, Lessor hereby grants Lessee the right to exercise its option to lease pursuant to the Seismic Contract dated September 8, 2011 as to a portion of the lands covered by the Seismic Contract, being those lands set forth in paragraph 1 of this Oil and Gas Lease. As to the remaining lands subject to the Seismic Contract, Lessee's option to lease remains in effect as stated therein, and Lessor hereby ratifies, adopts and confirms such Seismic Contract, as hereby amended. If Lessee desires to exercise its option on the remaining lands, both parties agree that this same lease form shall be utilized, the only exception being the legal description.

18. Notwithstanding anything contained herein to the contrary, this Lease shall be effective immediately upon execution and all rights, duties and obligations thereunder shall be immediately vested and enforceable by the Lessor and/or the Lessee.

19. Marketable title is defined as that title which is curable. If Lessee timely objects to Lessor's title during the title review period specified in the accompanying Order for Payment, Lessor shall have a reasonable time to cure said title defect.

20. Title defects shall be defined as defects in marketable title that are not curable. Title defects shall not be construed to include the following:
- a. A claim that the leased premises are outside the approved leasing area;
 - b. A claim that the lease was taken after the project ended;
 - c. A claim that the lease is “improperly styled”;
 - d. A claim that the lease is not on the approved lease form.

21. The title review period specified in the Order for Payment is for the express purpose of giving the Lessee a mutually agreeable period to verify Lessor’s title and any liens or encumbrances on the leased property. Failure of the Lessee to object or to provide notice of a defect within the title review period shall be deemed a waiver of any defects, lien or encumbrances on Lessor’s title and Lessor may, at Lessor’s option, rescind the Lease or sue under the obligation to pay as provided for in the Order for Payment.

22. This Oil and Gas Lease is being taken by the Lessee as an agent for a principal. The Lessee warrants that the Lessee’s principal has reviewed and approved the terms of this Oil and Gas Lease.

23. Lessee acknowledges the unique recreational qualities of the Leased Premises. In the interest of preserving these qualities, Lessee covenants and agrees to conform with and observe the following practices, procedures and limitations in the conduct of its operations hereunder:

(a) Lessee shall use its best efforts to minimize the impact of its operations, including exploration, testing, drilling and producing operations, on the Leased Premises and the present use of same. In this regard, Lessee agrees, among other things, that it will restore all land disturbed by its operations to as near its original condition as is practical under the circumstances and to re-seed the disturbed areas with a mixture of grasses (DNR mix) suitable for wildlife at its sole expense. Lessee shall complete such restoration as soon as is practical after the areas have been disturbed. Lessee shall bury all pipelines, gathering lines, flowlines, power lines and telephone lines below plow depth and keep them buried. Lessee shall use its best efforts to avoid cutting trees and disturbing undergrowth. It is understood that the access roads will not exceed 25 feet and pipeline routes will not exceed 15 feet in width.

(b) Upon abandonment of a well, or upon termination of this Lease as to the entire Leased Premises, for any reason, Lessee shall remove all equipment from each affected well-site and shall, subject to subparagraph (d) below, restore the property, including roadways and other affected areas to the condition which existed prior to the drilling of the wells, to the extent possible, all at the cost and expense of Lessee. If Lessee fails to restore the property, Lessee shall reimburse Lessor for all of Lessor’s costs and expenses, including actual attorney’s fees and the cost of any and all appraisals or reports which might be necessary to determine the amount of damages owing to Lessor in restoring its real and personal property.

(c) Restoration to the condition which existed prior to the development of wells shall not be deemed to include replacement of trees, brush or undergrowth of the same size as those removed, however, the removal of gravel or fill deposited for access roads may be requested by Lessor. Restoration shall include, without limitation (i) the removal of all equipment, casing, and materials from well sites and (ii) the seeding of areas disturbed by oil field operations and (iii) flushing of all metal and poly-pipe lines with fresh water, disposing of the flushed water at a disposal well and capping of those lines. This section shall not relieve Lessee of any liability or responsibility to compensate Lessor under any other provision of this Lease.

(d) Lessee shall strip and stockpile all topsoil in areas disturbed by Lessee's operations and return the topsoil during restoration activities.

(e) Lessee shall install gates with locks that are clearly marked as private on all roads to wells in order to exclude unauthorized personnel from the well sites. Lessee shall fence the area around the wellhead according to regulations for wellheads in residential areas. Lessee agrees to keep all gates closed and locked when not in actual use.

(f) Lessee agrees it shall make its best efforts not to contaminate or pollute any water wells, lakes, streams or open water located on the surface of the Leased Premises and shall take such steps necessary to prevent all operations from polluting the air and surface area. No wells or any other surface installation shall be located within five hundred (500) feet of any stream or open water without the prior written permission of Lessor; and all operations by Lessee shall be conducted in accordance with and shall comply with all laws, rules and regulations of the enforcing agency or agencies having jurisdiction over such operations.

(g) Lessee shall use reasonable efforts at all times to minimize all sounds and noises resulting from and being emitted by machinery and equipment that are permanent fixtures to said operations being conducted on and upon the Leased Premises. If Lessee utilizes a pump jack on Lessor's land, Lessee shall power the pump jack by either natural gas or electric power if electric power is available in the immediate vicinity. Lessee acknowledges that the foregoing requirements concerning the suppression of sounds and noises may obligate it to exceed any minimum standards of sounds and noise suppression imposed by any local, state or federal authority having jurisdiction which may otherwise apply as a minimum standard of conduct.

(h) Lessee agrees to clean up around all wells and to reasonably beautify, camouflage and hide all well, pumps, machinery and other facilities with appropriate buildings or landscaping reasonably satisfactory to Lessor within three (3) months, weather permitting, following the commencement of production. Except when prohibited by law, all wells, pumps, equipment, enclosures, and any other surface structure shall be painted a natural green or camouflage color so that all such surface structures will blend in with the natural surroundings as much as possible. Lessee agrees to take all necessary steps to prevent, dispose of and remove from the Leased Premises, all accumulations of oil or other materials deemed to be fire, safety or environmental hazards.

(i) Lessee recognizes that any existing bridges on the Leased Premises may not be adequate or safe to use in connection with Lessee's operations. If any such bridges are damaged by operations of Lessee, Lessee shall promptly restore the same to the condition they were in prior to being damaged or better. Lessee shall be responsible for all injuries to persons or property resulting from Lessee's use of any bridge. Further, Lessee shall not construct any new bridges on the Leased Premises without the prior written approval of Lessor, and, if Lessor so requires, Lessee shall remove any bridge constructed by Lessee from the Leased Premises upon termination of operations hereunder. Likewise, if any bridge approved by Lessor is constructed, and Lessor so requires, Lessee shall leave said bridge upon termination of operations hereunder, so that Lessor may continue to derive the benefits of said bridge for its own use and enjoyment.

(j) Lessee shall pay Lessor for all damages caused by its operations (including seismic operations) in connection with the construction of drill sites, well sites, pipelines, roadways, facilities and building of necessary structures utilized by Lessee in connection with its operations. Said damages shall include, but not be limited to timber, trees, growing crops, machinery, buildings, water wells and impoundments, fences and bridges located on and upon the Leased Premises. The

assessment for surface damages shall be mutually agreed upon between the parties hereto prior to Lessee conducting its operations, and the agreed damage amounts shall be paid by Lessee upon receipt of an executed release for those surface damages only from Lessor. It is agreed between Lessor and Lessee that the following sums have been agreed upon as the **initial** compensation for damages to the surface, timber, trees and growing crops for the proposed operations contemplated by this agreement to be paid to Lessor for the initial construction:

- (i) Well-sites: \$2,000.00 for each well-site to be paid prior to drilling.
- (ii) Pipeline corridors and access roads: The sum of \$15.00 per rod (rod = 16.5 feet) to be calculated and paid upon completion of the construction of the pipeline corridors and access roads. The payment of these initial damages for the pipeline corridors and access roads does not relieve Lessee of the obligation to compensate Lessor for future damages for disruptions to the surface within those pipeline corridors or routes. Lessee agrees to pay the sum of \$15.00 per rod for any subsequent disruptions to the pipeline corridors caused by the removal, replacement, or addition of pipelines within the pipeline corridors.

(k) Lessee agrees that no salt water disposal well will be drilled or used on the Leased Premises.

(l) Hydraulic fracturing techniques shall not be utilized in well drilling or development as they pertain to said Land.

24. Lessee shall have access to well sites and may build roads only in those areas as generally shown on the attached Exhibit B. Lessor reserves the right to exclude access to locations within said areas which it deems in its sole discretion to include sensitive environmental or recreational values. Except for those areas for wellheads and access roads as set forth in the attached Exhibit B, the remaining portions of the Leased Premises shall be "non-development" areas and the Lessee shall have no right to use the surface for any operations whatsoever without additional written consent of Lessor. If Lessee desires and at its sole discretion, Lessee shall develop the minerals underlying the non-development acreage by directional drilling or by including the same into a production unit.

25. Lessee shall maintain policies of insurance in such amounts as are customary in the course of Lessee's business for liability, personal injury, workman's compensation, and property damage arising from its operations and shall name Lessor as an additional insured. Lessee shall assume the sole costs, risks, and expense for all equipment, supply, materials, and tools belonging to or rented by Lessee and Lessor shall not be liable for loss or damage thereto. Any insurance policies carried by Lessee on the equipment, supplies, any materials and tools shall provide for a waiver of underwriter's right of subrogation against Lessor.

26. Lessee or West Bay Exploration Company shall at all times be the operator, as that term is generally construed or defined in the usual joint operating agreement or other standard oil field contract, for all exploration and production activities and all other activities under this Lease. With the exception of West Bay Exploration, Lessee shall not assign the operations, in whole or in part, to anyone other than a financially responsible, experienced and competent operator acceptable to Lessor and pursuant to Lessor's prior written approval, which approval shall not be unreasonably withheld. Any assignment made in violation of the terms of this paragraph shall be considered null and void and shall have no effect whatsoever.

27. In the event that for any reason any provision or portion of this Lease shall be found to be void, unenforceable or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Lease; it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void, unenforceable or invalid provisions or portion had not been included in this Lease.

Executed as of the day and year first above written.

WITNESSES: LESSOR: HURON-CLINTONMETROPOLITAN AUTHORITY

By: _____
Anthony V. Marrocco, Chairman

By: _____
John C. Hertel, Secretary

WITNESSES: LESSEE: JORDAN DEVELOPMENT COMPANY, LLC

By: _____
Benjamin S. Brower, Vice President

STATE OF MICHIGAN)
) ss. (Individual Acknowledgment)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Anthony V. Marrocco, Chairman and John C. Hertel, Secretary of the Huron-Clinton Metropolitan Authority, a public body corporate of the State of Michigan, on behalf of the corporation.

Notary Public

County, Michigan
My Commission Expires _____

STATE OF _____)
) ss. (Individual Acknowledgment)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Benjamin S. Brower, Vice President of Jordan Development Company, LLC, a limited liability company of Michigan.

Notary Public

County, Michigan
My Commission Expires _____

Prepared by: B. S. Brower of 1503 Garfield Road North, Traverse City, MI 49696

After recording return to:
Jordan Development Company, LLC
1503 Garfield Road North Traverse City, MI 49696

EXHIBIT "A"

Exhibit "A", attached hereto and made a part of that certain Oil and Gas Lease, dated _____ 2012, by and between Huron-Clinton Metropolitan Authority /K/A Huron-Clinton Metropolitan Authority, a Public Body Corporate under the Laws of the State of Michigan of 1300 High Ridge Drive, Brighton, Michigan 48116, as Lessor(s) and Jordan Development Company, LLC of 1503 Garfield Road North, Traverse City, Michigan 49696, as Lessee, covering lands in Oakland County, State of Michigan.

White Lake Township, Township 3 North, Range 8 East:

Section 2: A part of the Northeast fractional $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Twp., Oakland County, Michigan, described as follows:

Commencing at the NE corner of said Section 2; thence South 01 degrees 49 minutes 53 seconds West along the East line of said Section 2, 1483.12 feet to the centerline of White Lake Road; thence along said centerline on the following 9 courses: Southwesterly on an arc left, having a length of 7.70 feet, a radius of 605.86 feet, a central angle of 0 degrees 43 minutes 41 seconds and a chord that bears South 65 degrees 28 minutes 07 seconds West 7.70 feet; thence South 65 degrees 04 minutes 39 seconds West 161.91 feet; thence Westerly on an arc right, having a length of 332.27 feet, a radius of 428.44 feet, a central angle of 44 degrees 26 minutes 08 seconds and a chord that bears South 87 degrees 17 minutes 44 seconds West 324.01 feet; thence North 70 degrees 29 minutes 14 seconds West 157.35 feet; thence Northwesterly on an arc right, having a length of 79.47 feet, a radius of 283.22 feet, a central angle of 16 degrees 04 minutes 37 seconds and a chord that bears North 62 degrees 26 minutes 52 seconds West 79.21 feet; thence North 54 degrees 24 minutes 33 seconds West 94.83 feet; thence Northwesterly on an arc left, having a length of 228.01 feet, a radius of 295.93 feet, a central angle of 44 degrees 08 minutes 43 seconds and a chord that bears North 76 degrees 28 minutes 56 seconds West 222.41 feet; thence South 81 degrees 26 minutes 42 seconds West 184.46 feet; thence Southwesterly on an arc left, having a length of 18.55 feet, a radius of 509.14 feet, a central angle of 02 degrees 05 minutes 15 seconds and a chord that bears South 80 degrees 24 minutes 05 seconds West 18.55 feet to the Point of Beginning; thence continuing along the centerline of said White Lake Road on the following 8 courses: Southwesterly on an arc left having a length of 178.94 feet, a radius of 509.14 feet, a central angle of 20 degrees 08 minutes 11 seconds and a chord that bears South 69 degrees 17 minutes 22 seconds West 178.02 feet; thence South 59 degrees 13 minutes 16 seconds West 79.07 feet; thence Southwesterly on an arc right, having a length of 233.64 feet, a radius of 415.10 feet, central angle of 32 degrees 13 minutes 28 seconds and a chord that bears South 75 degrees 20 minutes 00 seconds West 230.57 feet; thence North 88 degrees 33 minutes 15 seconds West 115.53 feet; thence Southwesterly on an arc left, having a length of 288.57 feet, a radius of 428.53 feet, a central angle of 38 degrees 34 minutes 58 seconds and a chord that bears South 72 degrees 09 minutes 16 seconds West 283.15 feet; thence South 52 degrees 51 minutes 45 seconds West 256.35 feet (recorded as 276.35 feet); thence Southwesterly on an arc right, having a length of 233.14 feet, a radius of 399.11 feet, a central angle of 33 degrees 28 minutes 10 seconds and a chord that bears South 69 degrees 35 minutes 49 seconds West 229.84 feet; thence Southwesterly on an arc left, having a length of 423.41 feet, a radius of 286.36 feet, a central angle of 84 degrees 43 minutes 01 seconds and a chord that bears South 43 degrees 58 minutes 23 seconds West 385.88 feet to a point on the North-South $\frac{1}{4}$ line (as monumented) of said Section 2; thence North 01 degree 36 minutes

55 seconds East along said $\frac{1}{4}$ line 817.08 feet; thence South 89 degrees 15 minutes 17 seconds East 1502.97 feet; thence South 01 degrees 05 15 seconds West 42.05 feet to the Point of Beginning.

Section 2: East $\frac{1}{2}$ of North part of Northwest fractional $\frac{1}{4}$ of Section 2, T3N-R8E, Township of White Lake, Oakland County, Michigan, said parcel is bounded on the South by North line of South 80 acres of said Northwest $\frac{1}{4}$ of Section 2; ALSO the Northwest fractional $\frac{1}{4}$ of Northeast fractional $\frac{1}{4}$ of Section 2, T3N-R8E, Township of White Lake, Oakland County, Michigan and ALSO, all the part of Northeast fractional $\frac{1}{4}$ of Northeast fractional $\frac{1}{4}$ of said Section 2, lying West of Crosby Lake, so called, and the Creek running in a Southerly direction from said Lake; said parts of the Northeast fractional $\frac{1}{4}$ of Section 2 are bounded on the South by the South 80 acres of said $\frac{1}{4}$ section, excluding from the foregoing parcel the following parcel: The West 210 feet of the North 415 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THE FOLLOWING 3
EXCEPTIONS:

Exception #1: Part of the Northeast Fractional $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, described as follows: Commencing at the Northeast corner of said Section 2; thence North 88 degrees 01 minutes 10 seconds West 1500.00 feet along the North line of said Section 2, and South 03 degrees 35 minutes 10 seconds East 410.33 feet to the point of beginning of this description; thence South 03 degrees 35 minutes 10 seconds East 1051.38 feet; thence South 74 degrees 53 minutes 18 seconds West 567.21 feet; thence North 01 degrees 05 minutes 15 seconds East 1203.38 feet; thence South 89 degrees 15 minutes 17 seconds East 459.03 feet to the point of beginning.

Exception #2: Part of the NE/4 of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the East $\frac{1}{4}$ corner of said Section 2; thence North 88 degrees 13 minutes 15 seconds West, 2690.74 feet to the center of said Section 2 (as monumented); thence North 01 degrees 34 minutes 43 seconds East, 512.37 feet along the North-South $\frac{1}{4}$ section line of said Section 2 to the point of beginning; thence continuing North 01 degrees 34 minutes 43 seconds East, 1781.96 feet along said North-South $\frac{1}{4}$ section line to a $\frac{3}{4}$ inch iron pipe; thence continuing North 01 degrees 34 minutes 43 seconds East, 52.61 feet along said North-South $\frac{1}{4}$ section line; thence South 36 degrees 57 minutes 35 seconds East, 85.12 feet; thence along the centerline of White Lake Road Southwesterly 175.88 feet along an arc on a curve concave to the Southeast (having a radius of 286.36 feet, a central angle of 35 degrees 11 minutes 29 seconds and a long chord bearing South 19 degrees 12 minutes 36 seconds West, 173.13 feet); thence North 88 degrees 25 minutes 17 seconds West, 0.59 feet to the point of beginning.

Exception #3: Part of the NE/4 of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the East $\frac{1}{4}$ corner of said Section 2; thence North 88 degrees 13 minutes 15 seconds West, 2690.74 feet to the center of said Section 2 (as monumented); thence North 01 degrees 34 minutes 43 seconds East, 512.37 feet along the North-South $\frac{1}{4}$ section line of said Section 2 to a point, said point distant South 01 degrees 34 minutes 43 seconds West, 178.96 feet from a $\frac{3}{4}$ inch iron pipe; thence along the following 4 courses:

- 1) South 88 degrees 25 minutes 17 seconds East 0.59 feet;
- 2) North 19 degrees 12 minutes 36 seconds East 173.13 feet;

3) North 61 degrees 34 minutes 06.5 seconds East 239.89 feet;
4) North 83 degrees 04 minutes 34.5 seconds East 45.33 feet to the point of beginning; Thence North 53 degrees 02 minutes 25 seconds East, 451.04 feet; thence Northeasterly 161.60 feet along an arc on a curve concave to the Southeast (having a radius of 1335.00 feet, a central angle of 06 degrees 56 minutes 08 seconds and a long chord bearing North 56 degrees 30 minutes 28 seconds East, 161.50 feet); thence South 01 degrees 05 minutes 15 seconds West, 40.24 feet; thence North 74 degrees 53 minutes 18 seconds East, 567.21 feet; thence North 03 degrees 35 minutes 10 seconds West, 65.74 feet; thence Northeasterly 179.31 feet along an arc on a curve concave to the South (having a radius of 1335.00 feet, a central angle of 07 degrees 41 minutes 43.5 seconds and a long chord bearing North 88 degrees 27 minutes 48 seconds East, 179.17 feet); thence South 09 degrees 15 minutes 00 seconds West, 24.65 feet to a point, said point distant North 01 degrees 49 minutes 17 seconds East, (recorded as North 01 degrees 49 minutes 55 seconds East) 1378.36 feet along the East line of said Section 2 to a ½ inch iron re-rod and North 89 degrees 16 minutes 05 seconds West (recorded as North 89 degrees 15 minutes 17 seconds West), 1192.77 feet from the East ¼ corner of said Section 2; thence South 01 degrees 05 minutes 15 seconds West, 42.05 feet; thence along the centerline of White Lake Road Southwesterly 178.94 feet along an arc on a curve concave to the Southeast (having a radius of 509.14 feet, a central angle of 20 degrees 08 minutes 11 seconds and a long chord bearing South 69 degrees 17 minutes 22 seconds West, 178.02 feet); thence along said centerline South 59 degrees 13 minutes 16 seconds West, 73.07 feet; thence along said centerline Southwesterly 233.64 feet along an arc on a curve concave to the Northwest (having a radius of 415.42 feet, a central angle of 32 degrees 13 minutes 28 seconds and a long chord bearing South 75 degrees 20 minutes 00 seconds West, 250.57 feet); thence along said centerline North 88 degrees 33 minutes 15 seconds West, 115.53 feet; thence along said centerline Southwesterly 288.57 feet along an arc on a curve concave to the Southeast (having a radius of 428.53 feet, a central angle of 38 degrees 34 minutes 58 seconds and a long chord bearing South 72 degrees 09 minutes 16 seconds West, 283.15 feet); thence along said centerline South 52 degrees 51 minutes 45 seconds West, 256.35 feet; thence along said centerline Southwesterly 187.79 feet along an arc on a curve concave to the Northwest (having a radius of 399.11 feet, a central angle of 26 degrees 57 minutes 31 seconds and a long chord bearing South 66 degrees 20 minutes 30 seconds West, 186.06 feet) to the point of beginning.

Section 2: Beginning at a point distant South 89 degrees 26 minutes 00 seconds East, 7.52 feet from the West ¼ corner; thence South 89 degrees 26 minutes 00 seconds East, 333.67 feet; thence North 344.51 feet; thence South 44 degrees 20 minutes 30 seconds West, to the point of beginning.

Section 2: Beginning at a point on West Section line of Section 2, located North 328.38 feet from West ¼ corner; thence from point of beginning North 999.63 feet along West Section line; thence South 89 degrees 25 minutes 32 seconds East, 597.48 feet; thence South 00 degrees 03 minutes 42 seconds West, 382.72 feet; thence South 44 degrees 20 minutes 30 seconds West, 854.21 feet to point of beginning.

Part of the Northwest ¼ of Section 2, White Lake Township, T3N-R8E, described as beginning at a point distant South 89 degrees 26 minutes 00 seconds East, 340.99 feet from the West ¼ corner of Section 2; thence North 344.51 feet; thence North 44 degrees 20 minutes 30 seconds East, 286.13 feet; thence South 551.13 feet; thence North 89 degrees 26 minutes 00 seconds West, 200.00 feet to the point of beginning.

Section 2: The East 192 feet of the West 733 feet of the South 237 feet of the Northwest ¼ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

Section 2: Being the South 660 feet of the East 198 feet of the West 1,015 feet of the Northwest fractional ¼, Section 2, T3N-R8E, Township of White Lake, Oakland County.

Section 2: Part of the Southeast ¼ of the Northwest ¼ of Section 2, T3N-R8E, beginning at a point distant South 89 degrees 31 minutes 52 seconds East 1,345.5 feet from the West ¼ corner; thence North 89 degrees 31 minutes 52 seconds East 558.50 feet; thence North 00 degrees 08 minutes 52 seconds East 561 feet; thence South 89 degrees 31 minutes 52 seconds West 558.50 feet; thence South 00 degrees 08 minutes 52 seconds East 561 feet to point of beginning.

Section 2: Part of the Northwest ¼ of Section 2, T3N-R8E, beginning at a point distant South 89 degrees 31 minutes 52 seconds West, 150.50 feet from center of Section; thence South 89 degrees 31 minutes 52 seconds West 627 feet; thence North 00 degrees 08 minutes 52 seconds East, 561 feet; thence North 89 degrees 31 minutes 52 seconds East, 150 feet; thence South 40 degrees 20 minutes 40 seconds East, 736 feet to beginning.

Section 2: A parcel of land located in the Township of White Lake, T3N-R8E, Section 2, part of the Northwest ¼ and beginning at the center of section; thence North 00 degrees 13 minutes 18 seconds West 561 feet; thence South 89 degrees 31 minutes 52 seconds West 626.90 feet; thence South 40 degrees 20 minutes 40 seconds East 736 feet; thence North 89 degrees 31 minutes 52 seconds East 150.50 feet to the point of beginning.

Section 2: Part of the Northwest ¼, Section 2, T3N-R8E, beginning at point distant South 89 degrees 26 minutes 00 seconds East 540.99 feet from West ¼ corner; thence South 89 degrees 26 minutes 00 seconds East 804.50 feet; thence North 00 degrees 08 minutes 52 seconds East 561 feet; thence South 89 degrees 31 minutes 52 seconds East 558.50 feet; thence North 00 degrees 08 minutes 52 seconds West 769 feet; thence South 89 degrees 31 minutes 52 seconds West to East line of Detroit Edison right-of-way; thence North 89 degrees 25 minutes 30 seconds West 53.15 feet; thence South 44 degrees 20 minutes 30 seconds West to point, said point being North 551.13 feet from Point of Beginning; thence South 551.13 feet to beginning excluding West 192 feet of South 237 feet, thereof, also excluding East 198 feet of West 474 feet of South 660 feet thereof. EXCEPTING from the above described parcels the following description:

Section 2: Part of the Northwest ¼ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the West ¼ corner of said Section 2; thence North 89 degrees 31 minutes 52 seconds East, 7.52 feet along the East-West ¼ section line of said Section 2 to the point of beginning; thence North 43 degrees 18 minutes 22 seconds East, 83.10 feet; thence North 89 degrees 31 minutes 52 seconds East, 1489.03 feet; thence Northeasterly 975.85 feet along an arc on a curve concave to the Northwest (having a radius of 1440.00 feet, a central angle of 38 degrees 49 minutes 40 seconds and a long chord bearing North 70 degrees 07 minutes 02 seconds East, 957.28); thence North 50 degrees 42 minutes 12 seconds East, 290.98 feet to a point on the North-South ¼ section line of said Section 2, said point distant South 00 degrees 45 minutes 30 seconds East, 160.69 feet from a ¾ inch iron pipe; thence South 00 degrees 45 minutes 30 seconds East, 560.64 feet along said North-South ¼ section line to the center of said Section 2; thence South 89 degrees 31 minutes 52 seconds West, 2678.93 feet along said East-West ¼ section line to the point of beginning.

Section 2: The West 160 feet of North 343 feet of Northwest fractional $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

Section 2: Part of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, more particularly described as: Beginning at a point on the North line of Section 2, said point being distant 160 feet East of the Northwest corner of said Section; thence South parallel to the West line of said Section 343 feet; thence East parallel to the North line of said Section 160 feet; thence North parallel to the West line of said Section 343 feet to the North line of section; thence West along said North line 160 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan, more particularly described as beginning at a point on the North section line and centerline of Crosby Lake Road (so-called) located South 89 degrees 29 minutes 26 seconds East, 320.00 feet from the Northwest corner of said Section 2; thence from point of beginning, South 89 degrees 29 minutes 26 seconds East 269.48 feet; thence South 00 degrees 03 minutes 42 seconds West, 1431.12 feet; thence North 89 degrees 26 minutes 32 seconds West, 597.48 feet; thence North 00 degrees 22 minutes 58 seconds East, 1087.39 feet; thence South 89 degrees 29 minutes 26 seconds East, 320.00 feet; thence North 00 degrees 22 minutes 58 seconds East 343.00 feet, to the point of beginning.

Section 2: Part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E: Beginning at a point distant South 89 degrees 29 minutes 26 seconds East 589.48 feet from the Northwest corner; thence South 89 degrees 29 minutes 26 seconds East 390 feet; thence South 00 degrees 03 minutes 42 seconds West 1410.87 feet; thence South 44 degrees 20 minutes 30 seconds West 558.59 feet; thence North 00 degrees 03 minutes 42 seconds East 1813.84 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan; more particularly described as beginning at a point on the North Section line and centerline of Crosby Lake Road located South 89 degrees 29 minutes 26 seconds East 979.48 feet from the Northwest corner of said Section 2; thence continuing along the North Section line and centerline of Crosby Lake Road South 89 degrees 29 minutes 26 seconds East 359.05 feet; thence South 00 degrees 03 minutes 42 seconds West 402.45 feet; thence North 89 degrees 29 minutes 26 seconds West 359.05 feet; thence North 00 degrees 03 minutes 42 seconds East 402.45 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan; more particularly described as beginning at a point located South 89 degrees 29 minutes 26 seconds East 979.48 feet along the North Section line and centerline of Crosby Lake Road and South 00 degrees 03 minutes 42 seconds West 402.45 feet from the Northwest corner of Section 2; thence South 89 degrees 29 minutes 26 seconds East 359.05 feet; thence South 00 degrees 03 minutes 42 seconds West 402.45 feet; thence North 89 degrees 29 minutes 26 seconds West 359.05 feet; thence North 00 degrees 03 minutes 42 seconds East 402.45 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan; more particularly described as beginning at a point located South 89 degrees 29 minutes 26 seconds East 979.48 feet along the North Section line and centerline of Crosby Lake Road and South 00 degrees 03 minutes 42 seconds West 804.90 feet from the

Northwest corner of Section 2; thence South 89 degrees 29 minutes 26 seconds East 359.05 feet; thence South 00 degrees 03 minutes 42 seconds West 234.99 feet; thence South 44 degrees 20 minutes 30 seconds West 514.26 feet; thence North 00 degrees 03 minutes 42 seconds East 605.97 feet to the point of beginning.

Parcel #12-02-100-032

Section 2: The West 210 feet of the North 415 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

Parcel #12-02-100-004

White Lake Township, Township 3 North, Range 8 East:

Section 3: Part of the Northeast $\frac{1}{4}$, Section 3, T3N-R8E, beginning at a point on the North line of said Section 3; said point being distant West, 836.25 feet from the Northeast corner of said Section 3; thence running West 484.0 feet along the said North Section line to a point; thence South 00 degrees 14 minutes 00 seconds East 450.0 feet along the centerline of Teggerdine Road to a point; thence East 484.0 feet to a point; thence North 00 degrees 14 minutes 00 seconds West 450.0 feet to the point of beginning.

Section 3: Part of the Northeast Fractional $\frac{1}{4}$ of Section 3, T3N-R8E, White Lake Township, Oakland County, Michigan, described as beginning at a point in the centerline of Teggerdine Road located West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West, 450.00 feet from the Northeast corner of Section 3, T3N-R8E; thence from said point of beginning East, 484.00 feet; thence South 00 degrees 01 minutes 54 seconds West, 200.00 feet; thence West 484.00 feet to the centerline of Teggerdine Road; thence North 00 degrees 01 minutes 54 seconds East, 200.00 feet to the point of beginning.

Section 3: Beginning at a point in the centerline of Teggerdine Road, located West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West, 650.00 feet from the Northeast $\frac{1}{4}$ corner of Section 3, T3N-R8E; thence from said point of beginning East 484.00 feet; thence South 00 degrees 01 minutes 54 seconds West 200.00 feet; thence West 484.00 feet to the centerline of Teggerdine Road; thence North 00 degrees 01 minutes 54 seconds East 200.00 feet to the point of beginning.

Section 3: Part of the Northeast fractional $\frac{1}{4}$ of Section 3, T3N-R8E, beginning at a point distant West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West 850 feet from the Northeast Section corner; thence East 484 feet; thence South 00 degrees 01 minutes 54 seconds West 200 feet; thence West 484 feet; thence North 00 degrees 01 minutes 54 seconds East 200 feet to point of beginning.

Section 3: Part of the Northeast Fractional $\frac{1}{4}$ of Section 3, T3N-R8E, White Lake Township, Oakland County, Michigan; described as beginning at a point in the centerline of Teggerdine Road, located West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West 1050.00 feet from the Northeast corner of Section 3, T3N-R8E; thence from said point of beginning East 484.00 feet; thence South 00 degrees 01 minutes 54 seconds West, 380.94 feet to the North line of MAC DIARMID ACRES, as recorded in Liber 77, Page 31 of Plats, Oakland County Records; thence South 89 degrees 54 minutes 50 seconds West, 484 feet along the North line of MAC DIARMID ACRES to the Northwest corner of MAC DIARMID ACRES; thence North 00 degrees 01 minutes 54 seconds East, 381.67 feet along the centerline of Teggerdine Road to the point of beginning.

Section 3: The East ½ of the North Fractional ½ of the Northeast ¼ of Section 3, T3N-R8E, EXCEPT the East 165 feet. ALSO EXCEPT the West 484 feet.

Section 3:

Parcel A: T3N-R8E, Section 3, Part of the Northeast 1/4: Beginning at the Northeast Section corner; thence South 89 degrees 44 minutes 01 seconds West 165 feet; thence South 00 degrees 21 minutes 00 seconds East 453 feet; thence North 89 degrees 44 minutes 01 seconds East 165 feet; thence North 00 degrees 21 minutes 00 seconds West 453 feet to the beginning.

Parcel B: T3N-R8E, Section 3, Part of the Northeast ¼: Beginning at a point distant South 89 degrees 44 minutes 01 seconds West 165 feet and South 00 degrees 21 minutes 00 seconds East 453 feet from the Northeast section corner; thence South 00 degrees 21 minutes 00 seconds East 420 feet; thence North 89 degrees 39 minutes 44 seconds East 165 feet; thence North 00 degrees 21 minutes 00 seconds West 419.79 feet; thence South 89 degrees 44 minutes 01 seconds West 165 feet to the Beginning.

Parcel C: T3N-R8E, Section 3, Part of the Northeast 1/4 : Beginning at a point distant South 89 degrees 44 minutes 01 seconds West 165 feet and South 00 degrees 21 minutes 00 seconds East 873 feet from the Northeast section corner; thence South 00 degrees 21 minutes 00 seconds East 557.12 feet; thence North 89 degrees 39 minutes 44 seconds East 165 feet; thence North 00 degrees 21 minutes 00 seconds West 557.12 feet; thence South 89 degrees 39 minutes 44 seconds West 165 feet to Beginning.

Parcel #12-03-226-011

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 1, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lots 2, 3 and West 20 feet of Lot 4, and all of Lot 9, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 4, EXCEPT the West 20 feet, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 5, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 6, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.
Part of Parcel #12-03-276-015

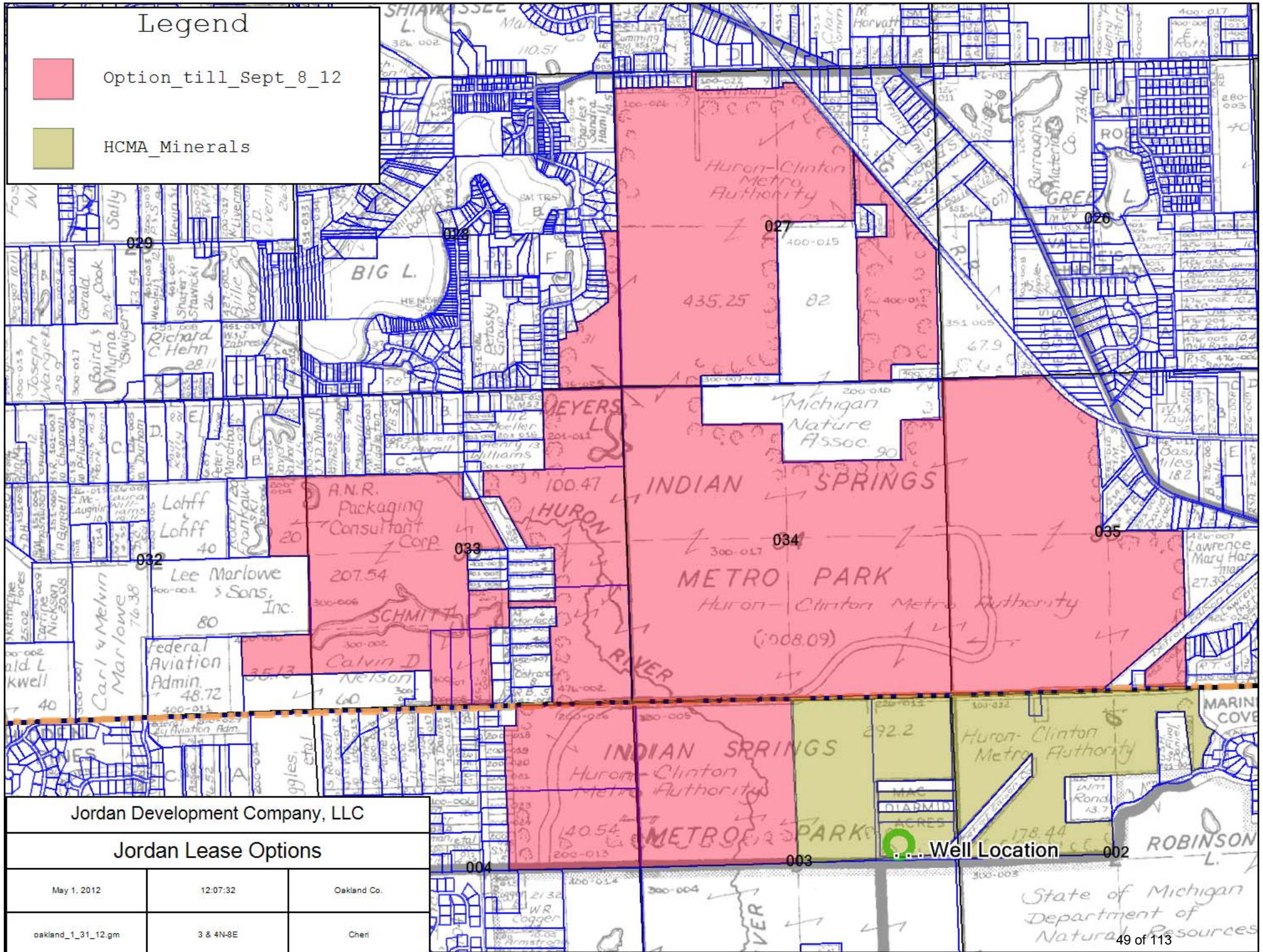
Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 10, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in
the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.
Parcel #12-03-276-004

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 12, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in
the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.
Parcel #12-03-276-002

Section 3: Part of the Northeast fractional ¼ of Section 3, T3N-R8E, White Lake Township,
Oakland County, Michigan, described as beginning at a point on the North line of said Section 3,
distant South 89 degrees 44 minutes West 1320.25 feet from the Northeast corner of said Section 3;
thence South 00 degrees 14 minutes East 625.0 feet; thence South 89 degrees 44 minutes West
1300.00 feet; thence North 00 degrees 14 minutes West 625.00 feet to the North line of said Section
3; thence North 89 degrees 44 minutes East along said North line 1300.00 feet to the point of
beginning.

Section 3: The East 30 acres of the Southwest ¼ of the Northeast fractional ¼ of Section 3, T3N-
R8E, Township of White Lake, Oakland County, Michigan.

Section 3: The West ¼ of the Southwest ¼ of the Northeast Fractional ¼ Section 3; the Northeast
¼ of the Northwest Fractional ¼ of Section 3; and that part of the North ½ of the Northeast
Fractional ¼ of Section 3, lying West of Teggerdine Road, EXCEPT a parcel of land described as
beginning at a point on the North line of said Section 3, distant South 89 degrees 44 minutes West
1320.25 feet from the Northeast corner of said Section 3; thence South 00 degrees 14 minutes, East
625.0 feet; thence South 89 degrees 44 minutes West 1300.00 feet; thence North 00 degrees 14
minutes West 625.0 feet to the North line of said Section 3; thence North 89 degrees 44 minutes
East along said North line 1300.0 feet to point of beginning.



Legend



Option_till_Sept_8_12



HCMA_Minerals

Jordan Development Company, LLC

Jordan Lease Options

May 1, 2012	12:07:32	Oakland Co.
oakland_1_31_12.gm	3 & 4N-8E	Chen

Well Location

Indian Springs Metropark

6-C-1-e

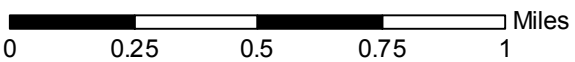
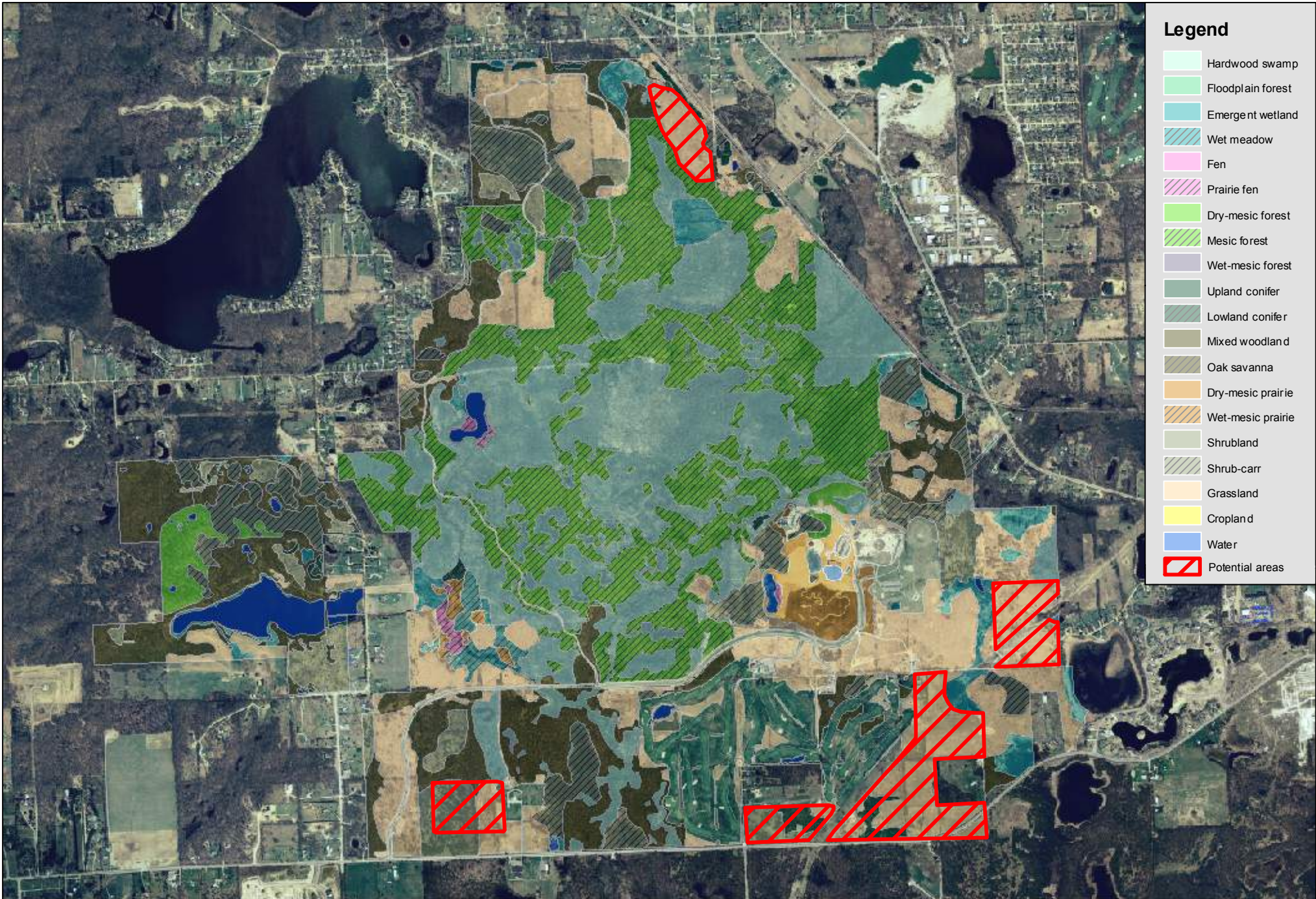


EXHIBIT B
Potential Well Site Areas
General Locations

Huron-Clinton Metropolitan Authority
Date: May, 2012
Sources: HCMA, SEMC, MNFI





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Paul Muelle, Chief of Natural Resources
Subject: Report – MDNR Habitat Improvement Grant
Date: May 31, 2012

The Michigan Department of Natural Resources (MDNR) has awarded the Metroparks a \$15,000 grant through its Land Owner Incentive Program to improve and manage wildlife habitat at Indian Springs Metropark.

The program will include ecological restoration treatments to several habitat types where the Eastern Massasauga Rattlesnake is known to occur. This project will focus on the removal of invasive exotic plant species through prescribed fire, mechanical removal and herbicide application.

Work will be accomplished through a combination of contracted services and Natural Resource Department efforts. No match is required for this grant and all expenditures will be fully reimbursed by the MDNR up to \$15,000. The work is to be completed by Dec. 31, 2012.

Recommendation: That the Board of Commissioners (1) receive and file the MDNR Habitat Improvement Grant report and, (2) approve the transfer of funds in the total amount of \$15,000 from the Reserve Account to cover the expenditures as recommended by Chief of Natural Resources Muelle and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 704-12T
 Project Title: Hike-Bike Trail Infrared Pavement Repairs
 Project Type: Major Maintenance
 Location: Kensington Metropark, Oakland County
 Date: May 31, 2012

Bids Opened: Tuesday, May 22, 2012 at 2:00 p.m.

Scope of Work: Project includes asphalt pavement repairs by infrared heating method of approximately 290 areas of hike-bike trail, approximately 710 lineal feet of crack sealing, and incidental work. Areas to be repaired are located between the Martindale and Shorefishing areas, in the Playfield area, and the West Boat Launch area. Localized major cracks and deterioration of hike-bike trail pavement pose potential safety issues at numerous areas of the trail, particularly in cases where spot patching and crack filling are ineffective. In-place repairs of asphalt pavement by infrared heating and reconditioning provides a successful, cost-effective alternative to pavement removal and replacement.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Asphalt Management, Inc.	Flushing, MI	\$28,419.00
Total Budget Amount for Contract Services and Administration		\$33,000.00
Proposed Work Order Amount		
Contract Amount – Asphalt Management (Rounded)		\$29,000.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$31,000.00

The following contractors obtained bidding documents but did not submit a bid: Al's Asphalt, Taylor

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

Recommendation: That the Board of Commissioners award Contract No. 704-12T to the lowest responsive, responsible bidder, Asphalt Management, Inc., in the amount of \$28,419.00 as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 704-12S
 Project Title: Hike-Bike Trail Pavement Repairs
 Project Type: Major Maintenance
 Location: Kensington Metropark, Oakland County
 Date: May 31, 2012

Bids Opened: Tuesday, May 22, 2012 at 2:00 p.m.

Scope of Work: Project includes resurfacing and repairs of approximately 150 lineal feet of hike bike trail pavement, including pavement removal and replacement, topsoil placement and turf establishment. Areas to be repaired and resurfaced are located between the Boardwalk area and the former Wastewater Treatment Plant site. Existing pavement surface is deteriorated, beyond repair and poses potential safety issues.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
T & M Asphalt Paving, Inc.	Milford, MI	\$10,405.00
Total Budget Amount for Contract Services and Administration		\$11,000.00
Proposed Work Order Amount		
Contract Amount – T&M Asphalt Paving (Rounded)		<u>\$11,000.00</u>
Total Proposed Work Order Amount		\$11,000.00

*The following contractors obtained bidding documents but did not submit a bid:
 Pavex Corporation, Trenton; Florence Cement Co., Shelby Twp.*

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

Recommendation: That the Board of Commissioners award Contract No. 704-12S to the lowest responsive, responsible bidder, T&M Asphalt Paving, Inc., in the amount of \$10,405.00 as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 508-12L
 Project Title: Cart Path Bridge Replacement, Golf Course – Tornado Damage
 Project Type: Capital Improvement
 Location: Hudson Mills Metropark, Washtenaw County
 Date: May 31, 2012

Bids Opened: Tuesday, May 22, 2012 at 2:00 p.m.

Scope of Work: Remove and replace the existing cart path bridge located between No. 10 Green and No. 11 Tee on the Hudson Mills Golf Course. Work includes the fabrication, delivery and installation of a new pre-engineered steel truss bridge, along with removal and disposal of the existing bridge and related work. Existing steel truss bridge was irreparably damaged by the tornado of March 15, 2012. If a contract is awarded, an appropriation of funds in the amount of \$60,000 from the Reserves for Future Contingencies account will be necessary to cover the contract amount plus contract administration. Funds will be reimbursed from the storm damage claims settlement as negotiated with CNA Insurance.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Brock & Associates, Inc.	Novi, MI	\$ 55,900.00
O’Laughlin Construction Co.	Brighton, MI	\$ 56,975.00
Anlaan Corporation	Ferrysburg, MI	\$ 66,320.00
CI Contracting, Inc.	Brighton, MI	\$ 69,285.00
Douglas N. Higgins, Inc.	Ann Arbor, MI	\$ 69,500.00
J.T. Maurer Building Co., Inc.	Plymouth, MI	\$ 69,574.00
Z Contractors, Inc.	Utica, MI	\$115,100.00
Proposed Work Order Amount		
	Contract Amount – Brock & Assoc. (Rounded)	\$ 56,000.00
	Contract Administration	<u>\$ 4,000.00</u>
	Total Proposed Work Order Amount	\$ 60,000.00

The following contractors obtained bidding documents but did not submit a bid: Faust Corp., St. Claire Shores; Big R Bridge, Greeley, CO

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

Recommendation: That the Board of Commissioners award Contract No. 508-12L to the lowest responsive, responsible bidder, Brock & Associates, Inc., in the amount of \$55,900.00, and that an appropriation in the amount of \$60,000 from the Reserves for Future Contingencies account be made to cover the contract amount plus contract administration, as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Easement Agreement, Hudson Mills to Dexter Trail Connector
 Location: Hudson Mills Metropark, Washtenaw County
 Date: May 31, 2012

On Feb. 10, 2011, the Board of Commissioners approved a quit claim deed to transfer a 100-foot wide by approximately 480-foot long easement owned by HCMA to the village of Dexter. The purpose of the transfer of ownership was for the Washtenaw County Parks and Recreation Commission (WCPRC), in cooperation with Dexter, to construct the northerly portion of its 1,700-foot trail boardwalk that extends from Dexter's Warrior Park, across Mill Creek, under the Norfolk Southern Railway bridge and into Westridge Subdivision. It will be recalled that this easement was originally reserved by HCMA (as part of an earlier land sale by HCMA) for the purpose of HCMA's construction of this portion of hike-bike trail. In the event, however, the WCPRC, in cooperation with Dexter, actually funded and constructed the portion of trail that occupies this easement. This trail is an integral part of WCPRC's Border-to-Border Trail system. The southerly 1,200 feet of this trail boardwalk is complete at this time.

HCMA's Hudson Mills-Dexter Trail will connect to the WCPRC/Dexter trail boardwalk at the southerly end of HCMA's Trail. It was intended that the two trail boardwalks would connect precisely at the easement boundary. However, as the WCPRC/Dexter boardwalk was actually constructed, it lies inside of Dexter's easement, by within 25 feet of the easement boundary. Therefore an Easement Agreement is necessary to grant HCMA access to construct, own and maintain the short segment of HCMA's boardwalk within the (now) village of Dexter easement. A copy of that Easement Agreement is attached. This instrument was drafted in cooperation with HCMA's legal counsel, Miller Canfield, and has been approved by Dexter.

The design of HCMA's three-mile Hudson Mills-Dexter Trail, which will connect HCMA's existing West Side Trail to the Village of Dexter trail, is nearly complete. Most of the necessary permits and approvals are in hand at this time, the key exception being the MDEQ permit (applied for in February, 2012). This project is being federally-funded through MDOT's local agency program via the Washtenaw County Road Commission (WCRC). It has involved numerous issues relating to federal/MDOT funding, design, and administrative requirements, which we have had to work through. The tentative project schedule is for bids to be let by MDOT in August 2012, a contract to be awarded by MDOT in September 2012, and for construction to begin in late 2012. The total estimated project construction cost is \$2,180,000. As reported to the Board of Commissioners in the past, HCMA was awarded a grant from the MNRTF in the amount of \$500,000 for the project. Other partners are WCPRC (to contribute \$242,000), MDOT Transportation Enhancement program, via WCRC (\$780,000), and MDOT Transportation Urban program, via WCRC (\$558,000). HCMA's contribution will be \$100,000.

Attachment: Bike Trail Easement Agreement - Dexter to HCMA

Recommendation: That the Board of Commissioners approve the attached Easement Agreement as recommended by Chief Engineer Arens and staff.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2012, by and between Huron-Clinton Metropolitan Authority, a public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 ("HCMA") and the Village of Dexter, a Michigan general law millage, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Village").

RECITALS:

WHEREAS, the Village is a beneficiary and holder of easement rights arising under that certain easement created by Warranty Deed, dated March 9, 1995, recorded in Liber 3088, Pages 644-656, being a 100' wide easement for the construction and maintenance of a trail for pedestrian and bicycle traffic (the "Village Easement") over property described on the attached Exhibit A incorporated herein by reference (the "Village Easement Parcel"); and

WHEREAS, HCMA is the owner of certain property described on the attached Exhibit B (the "HCMA Parcel") which is adjacent to and contiguous with the Village Easement Parcel on which HCMA proposes to construct a trail for pedestrian and bicycle traffic consisting of an elevated boardwalk and other trail improvements; and

WHEREAS, HCMA has requested from the Village, and the Village has agreed to grant to HCMA an easement over the 25 feet south of the northernmost border of the Village Easement Parcel as described on the attached Exhibit C (the "HCMA Easement Area") so that the proposed trail improvements and boardwalk on the HCMA Parcel can connect to and attach to the existing trail and boardwalk improvements on the Village Easement Parcel, such Easement to include such construction easements on, over and across the Village Easement Parcel as may be necessary by HCMA to complete the installation, maintenance and repair of said improvements.

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

1. Grant of Permanent Easement. The Village hereby grants to HCMA and the HCMA Parcel a non-exclusive easement for the installation, maintenance, repair, replacement and operation of trail improvements and boardwalk on, over and across the HCMA Easement Area located within the Village Easement Parcel as shown on the attached Exhibit C, subject to the terms of the Village Easement. Said easement includes the right to attach the boardwalk improvements being installed by HCMA to the existing boardwalk improvements located on the Village Easement Parcel.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Easement has been executed by the parties hereto as of the date below written.

Dated this _____ day of _____, 2012

WITNESSES

**HURON-CLINTON METROPOLITAN AUTHORITY,
a public body corporate**

By: _____
Its: _____

By: _____
Its: _____

**VILLAGE OF DEXTER, a Michigan general law
village**

By: _____
Its: _____

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by _____ and _____, of the **HURON-CLINTON METROPOLITAN AUTHORITY, a public body corporate**, known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be his/her free act and deed, as in said instrument described.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires _____

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by _____ of the **VILLAGE OF DEXTER, a Michigan general law village**, known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be his/her free act and deed, as in said instrument described.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires _____

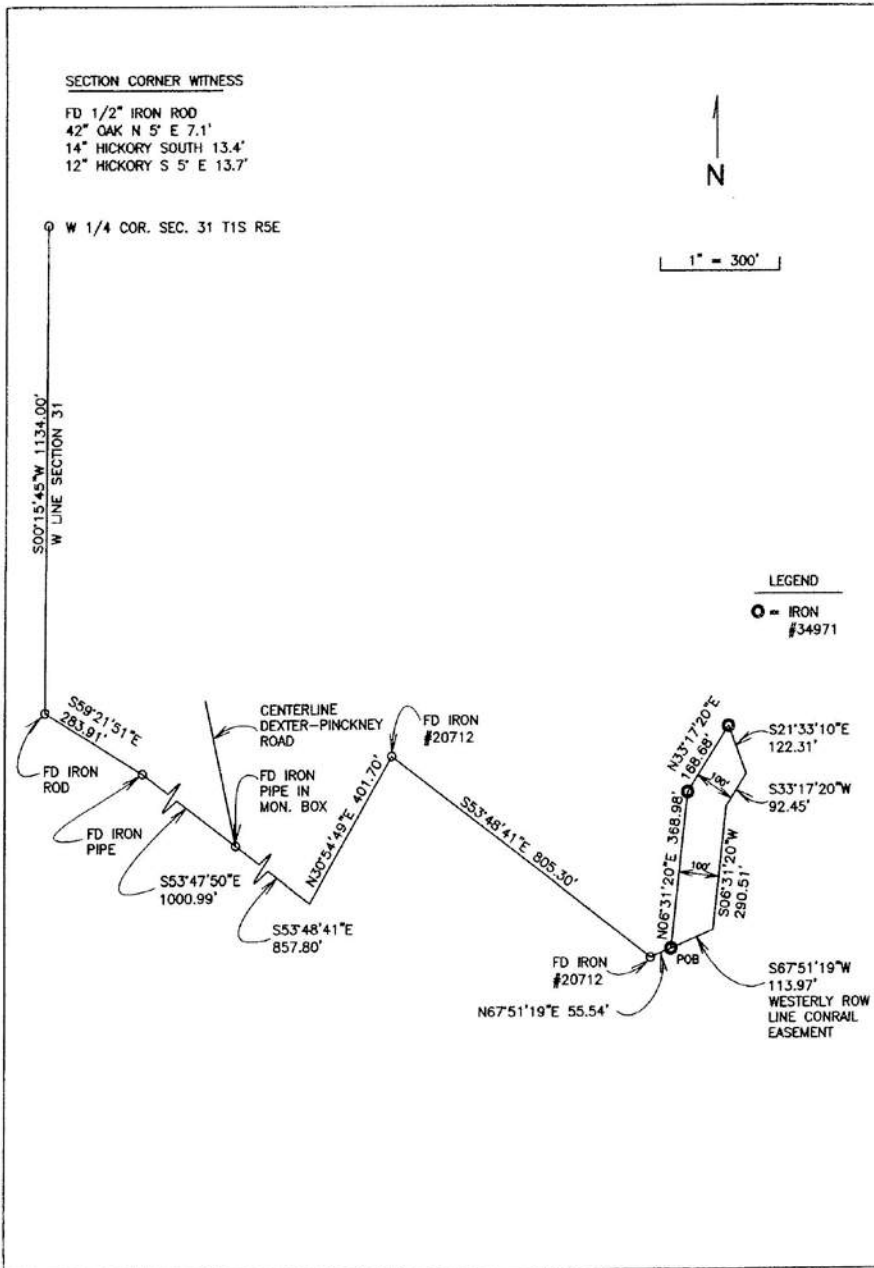
Drafted by and after recording return to:
Joseph M. Fazio, Esq.
Miller Canfield Paddock & Stone, PLC
101 N. Main Street, 7th Floor
Ann Arbor, Michigan 48104

EXHIBIT A

VILLAGE EASEMENT PARCEL

See attached.

Exhibit A

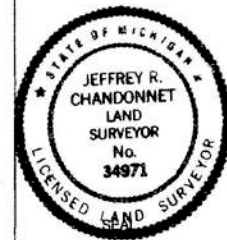


**QUITCLAIM DEED
 SKETCH OF EASEMENT FOR TRAIL FOR PEDESTRIAN
 AND BICYCLE TRAFFIC
 VILLAGE OF DEXTER, MICHIGAN**

SECTION 31, TOWN 1 SOUTH, RANGE 5 EAST
 WEBSTER TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

DATE: 04-18-11
 DRAWN BY MAA CHECKED BY JRC
 SHEET 1 OF 1

Jeffrey R. Chandonnet
 JEFFREY R. CHANDONNET
 LICENSED SURVEYOR
 MICHIGAN NO. 34971



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

EXHIBIT B HCMA PARCEL

No Scale



Parcel highlighted in blue

Tax Parcel Identification Number: C-03-31-400-012

Section 31, Town 1 South, Range 5 East
Webster Township
Washtenaw County, Michigan

Tax Description

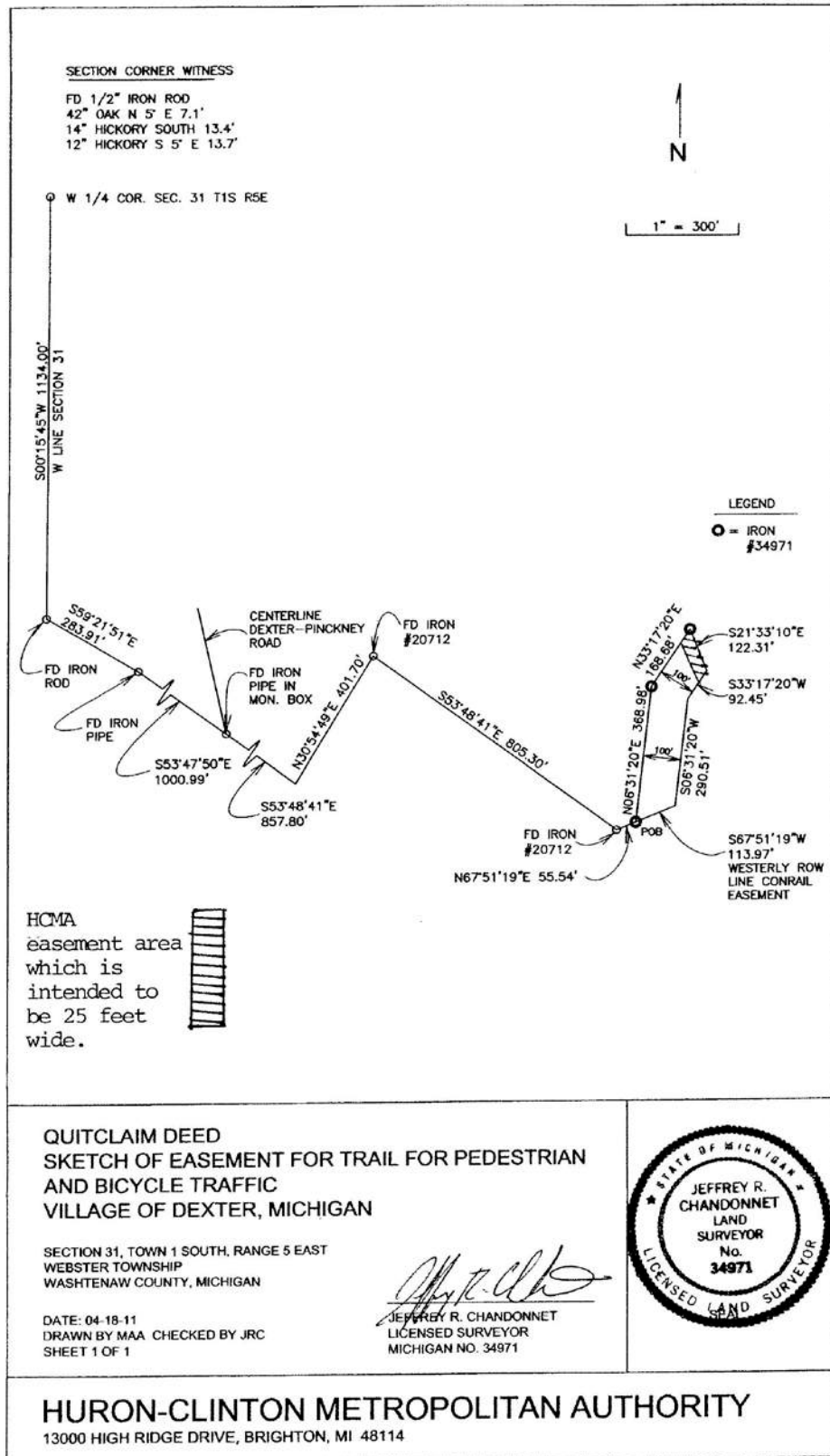
W.D. L3088 P644 ****FROM 0331400001 03/09/95****FROM 0331300012 03/09/95****FROM 0331200010 03/09/95WE 31-14A REMAINDER COM AT SW COR SEC 31, TH N 1518.00 FT, TH S 61-15-00 E 270.60 FT, TH S 57-00-00 E 997.75 FT, TH S 56-45-00 E 1412.07 FT, TH N 59-07-30 E 44.19 FT, TH N 63-47-30 E 168.97 FT, TH N 63-11-30 E 124.20 FT, TH N 56-10-00 E 107.18 FT, TH N 64-55-00 E 179.34 FT, TH N 06-31-20 E 290.51 FT, TH N 33-17-20 E 92.45 FT TO POB, TH N 21-33-10 W 350.39 FT, TH N 74-41-20 E 557.82 FT, TH N 58-03-30 E 183.12 FT, TH N25-17-46 E 353.45 FT, TH N 09-00-00 W APPROX 404.13 FT, TH S 65-12-30 E APPROX 660.00 FT TO THE HURON RIVER, TH ALNG RIVER S 03-17-30 W 136.50 FT, TH S 05-32-20 W 284.71 FT, TH S 22-05-00 E 142.58 FT, TH S 55-52-00 E 205.90 FT, TH S 86-22-00-E 227.53 FT, TH S 45-20-00 W 287.19 FT, TH S 55-16-00 W 170.77 FT, TH S 44-05-00 W 156.05 FT, TH N 43-11-00 W 133.62 FT, TH N 82-27-00 W 253.50 FT, TH S 81-42-00 W 605.10 FT, TH S 37-14-15 W 96.55 FT TO POB. PT OF SE 1/4 SEC 31 T1S-R5E. 22.09 AC.

Drawing based on Washtenaw County GIS information
M.A. 05-22-12
Drawing 1 of 1

EXHIBIT C
HCMA EASEMENT AREA

See attached.

Exhibit C





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas
Subject: Approval – Vertical Threat, LLC (Rock the World) Request
Date: May 31, 2012

On Sept. 29, 2012 Vertical Threat, LLC will be holding the “Rock the World” 5K run event at Willow Metropark. The running course will have at least 12 different obstacles that participants will have to negotiate. The promoter anticipates several thousand people to participate. Runners will depart from the start area every 30 minutes beginning at 9:00a.m. with the last wave at 7:00p.m. Entertainment will be provided throughout the day by several bands and food will also be available.

To encourage a festival type atmosphere, Vertical Threat, LLC is requesting that the Board of Commissioners approve beer sales at the Rock the World event on Sept. 29, 2012. Beer sales would be contained within one tent that would be surrounded by white fencing from 10:00a.m. – 9:00p.m. Beer would be available on tap or by the bottle and stored in a truck onsite until it is needed.

Offering a full range of services at the “Rock the World” 5K run should help to make this event successful during its first year. Staff hopes this event will turn into an annual function. Staff will ensure compliance with all insurance and Michigan Liquor Control Commission requirements.

Attachment: Vertical Threat, LLC (Rock the World) Request Letter

Recommendation: That the Board of Commissioners approve beer sales for the “Rock the World” 5K run event at Willow Metropark on Sept. 29, 2012 and authorize staff to execute any necessary agreements as recommended by Deputy Director Almas and staff.



April 29, 2012

Huron-Clinton Metropark Authority
13000 High Ridge Drive
Brighton, MI 48114

To whom it may concern,

I am writing this letter to you to formally request permission for the sale and consumption of alcoholic beverages.

Vertical Threat, LLC (Rock the World) has contracted with MessageMakers Inc., who has an arrangement with the Michigan Institute of Contemporary Arts (MICA) to provide the liquor license, insurance, and staff to operate a beer tent at our September 29, 2012 event at Willow Metropark.

We would greatly appreciate permission from the Huron-Clinton Metropark Authority to operate this beer tent during our event.

Please feel free to contact me with any questions or concerns. My contact information is below.

Sincerely,

Matt Dykstra
Owner – Vertical Threat, LLC
Executive Director – Rock the World
1015 Jenne St., Grand Ledge, MI
(517) 290-1104
matt@rocktheworldrace.com
<http://rocktheworldrace.com>

rocktheworldrace.com

www.facebook.com/RocktheWorldRace | Twitter: @_RocktheWorld



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Carol Stone, Human Resources Manager
 Subject: Update - Reorganization Plan
 Date: May 31, 2012

At the March 2011 Board meeting, the Board adopted a plan that restructured HCMA's full-time Park operation, interpretive, and maintenance workforce. Although not officially adopted by the Board, a restructuring plan for the Administrative Office was also developed at that time. The plans reduce full-time positions by 28 percent from a high of 254 in 2007 to a target goal of 185. These staffing reductions would be achieved through attrition. It is anticipated that with expected retirements, the target goal will be achieved in 2017. Attached is a summary of the reorganization plan that estimates the retirements that will occur within the next five years in order to achieve the target goal by 2017. Key components of the restructuring plans include:

- The positions of Chief Engineer, Chief Planner and Chief of Natural Resources are merged into one position of Chief of Development. This results in a reduction of two full-time positions.
- The position of Chief of Interpretive Services is eliminated and the position of Supervising Interpreter is restructured into District Interpretive Services Manager resulting in a reduction of three full-time positions.
- The position of Park Maintenance Supervisor is restructured into District Maintenance Manager resulting in a reduction of three full-time positions. The position of Park Maintenance Foreman will now be called Park Maintenance Supervisor.
- The responsibilities of Park Secretaries were expanded to include warehouse and operations duties and the position was renamed Park Support Specialist. The position of Warehouse Clerk was eliminated resulting in a reduction of three full-time positions.
- Park maintenance positions have been restructured resulting in a reduction of 26 positions.
- The following positions would not be replaced upon retirement/resignation: Community Relations Administrator, Supervising Graphic Designer, Internal Auditor, Customer Service Attendant, Farm Interpreter Assistant, Commander and Corporal.
- Wage scales for new hires have been reduced by approximately 8 percent for the following positions: Chief of Communications, A/O Support Specialist, Payroll Specialist, Account Clerk, Administrative Support Specialist, HR Manager, Purchasing Manager, Information Systems Manager, District Park Manager, District Maintenance Manager, Park Operations Manager, Park Support Specialist, Park Maintenance Supervisor, Interpreter, Interpreter Assistant, and Natural Resource Supervisor.

The adoption of the early retirement window has expedited the attrition plan bringing the 2012 staffing level down from 220 to 205 employees with additional retirements anticipated. Many of these retirements have come from positions that are key to the operation of the Metroparks. At this time, we are seeking approval to fill the following vacancies:

Promotions:

- *Maintenance Supervisors:* Retirements have created vacancies at Kensington, Indian Springs, and Stony Creek. Currently, there are no maintenance supervisors at these locations. The positions would be filled through promotion of existing maintenance employees with no replacement for the individuals promoted.
- *Administrative Sergeant:* This position is part of the restructuring plan of the Police Department. Under the restructuring plan, the position of Commander was eliminated. The Administrative Sergeant would assume many of the duties performed by the Commander.

New Hires:

As the collective bargaining agreements expire on Dec. 31, 2012, new hires would not take place until January 2013:

- *Police Officers:* There are currently two vacancies for full-time police officers; one position due to a retirement and one created when an officer was promoted to Sergeant earlier this year.
- *Police Support Specialist:* This position will provide technical recordkeeping, reporting, LEIN and Clemis work and clerical support to the Police Department. In addition, this position will also take on some of the responsibilities of the Commander position that has been eliminated. Prior to this, clerical support for the Police Department was performed by a Park Support Specialist through a shared position with Kensington. With the retirement of the Park Support Specialist at Hudson Mills and the transfer of a position from Kensington to Hudson Mills, staffing has been reduced and the ability to share the position is no longer possible. The salary range for this position would be Non-Supervisory Level 4 with a range of \$40,872 to \$44,262 per year.

Recommendation: That the Board of Commissioners confirm the restructuring/attrition plans as amended to include promotions and hiring as needed to maintain staffing at the target level detailed in the reorganization/attrition plans as recommended by HR Manager Carol Stone and staff.

2011 Reorganization Plan

@ PEAK		BUDGET	EARLY	PROJECTED						
2007	CURRENT - Job Title	2012	2012	2013	2014	2015	2016	2017	Attrition Plan - Job Title	GOAL
ADMIN OFFICE										
1	Director	1							Director	1
1	Deputy Director	1							Deputy Director	1
1	Controller	1							Controller	1
1	Ex Secretary to Bd / Chief*	1							Ex Secretary to Bd / Chief*	1
1	Admin Office Secretary	1							AO Support Specialist	1
1	HR Officer	1							Chief of HR	1
1	HR Administrator	1							HR Administrator	1
1	Chief of Int Svc 13	1		(1)					<Eliminated>	-
2	<2 @ Interpretor 08 (BINZ)>	-							<Eliminated>	-
1	Comm Relations Admin 11	1			(1)				<Eliminated>	-
1	Chief of Comm 13	1							Communications Mgr 12	1
1	Public Relations Spec 07	1		(1)					Comm Spec 06	1
1	Senior Secretary 06	1							<Eliminated>	-
1	Supv Graphic Artist 10	1							<Eliminated>	-
1	Graphic Artist 08	1	(1)						Graphic Artist 08	1
1	Chief Accountant 12	1							Accounting Mgr 12	1
1	Accountant 10	1							Accountant 10	1
1	<Internal Auditor 08>	-								
2	Acct Clerk Specialist 06	2							Acct Clerk 04	1
1	PR System Coordinator 07	1							PR System Coordinator 06	1
1	Senior Secretary 06	1		(1)					AO Support Specialist 04	1
1	Info Systems Mgr 13	1							Info Systems Mgr 12	1
1	Info Sys Sup Spec 06	1							Info Sys Sup Spec 06	2
1	Info Sys Sup Spec X 07	1							<Eliminated>	-
1	Purchasing Manager 13	1		(1)					Purchasing Mgr 12	1
2	Buyer 08	2						(1)	Buyer 08	1
1	Food Service Admin 08	1							Contract Administrator 08	1
1	<Purchasing Clerk 06>	-							<Eliminated>	-
1	Invntry Coord/CS Supv 08	1					(1)		Invntry Coord/CS Supv 08	1
1	Chief Engineer 13	1							Chief of Development 12	1
1	Chief Planner 13	1						(1)	COMBINE Chief Eng 13 Chief Plan 13 & Chief NR 13	1
1	Chief of Nat'l Res 13	1								
1	Senior Secretary 06	1							AO Support Specialist 04	1
1	Supv Engineer 12	1							Supv Engineer 12	1
4	Civil Engineer 10	3							Civil Engineer 10	3
1	Supv Engineer - Field 12	1							Supv Engineer - Field 12	1
3	Civil Engineer - Field 10	3							Civil Engineer - Field 10	3
1	Survey Chief 10	1							Survey Chief 10	1
1	Engineering Tech 06	1							Engineering Tech 06	1
1	Supv Park Planner 12	1							Supv Park Planner 12	1
1	Planner 10	1							Planner 10	1
1	Nat'l Res Genl Foreman 09	1							Nat'l Res Supervisor 08	1
1	Nat'l Res Foreman 08	1							Nat'l Res Foreman 08	1
1	Nat'l Res Worker 07X	1	(1)						<Eliminated>	-
4	Nat'l Res Worker 06	4							Nat'l Res Worker 06	4

2011 Reorganization Plan

@ PEAK		BUDGET	EARLY	PROJECTED						
2007	CURRENT - Job Title	2012	2012	2013	2014	2015	2016	2017	Attrition Plan - Job Title	GOAL
PARKS										
6	District Park Mgr 12 / 13X	3							District Park Mgr 12	3
6	Park Operations Mgr 10 / 11X	6							Park Operations Mgr 10	6
7	Park Operations Supv 08	7							Park Operations Supv 08	7
6	Park Support Spec 06 / 07X	9	(1)						Park Support Spec 06	8
5	COMBINE w/Warehouse Clerk 06									
1	Support Spec (POLICE) 06	1							Support Spec (POLICE) 06	1
1	<Cust Service Attn 06>	-							<Eliminated>	-
7	Supv Interpreter 10	6		(3)		(1)			District Int Svc Mgr 10	3
--	--	-							District Int / Trainer 06	3
13	Interpreter 08 / 09X	15							Interpreter 06	9
2	FARM Supv Int 10	2	(1)						Farm/Mill Supv 08	2
1	FARM Interpreter 08	1							FARM Interpreter 06	2
1	FARM Int Asst 06	1							<Eliminated>	-
2	FARM Farm Mnt Spec 06	2							FARM Farm Mnt Spec 06	2
6	Park Mnt Supv 11	5	(2)						District Mnt Manger 10	3
7	Park Mnt Foreman 08	4	(1)	(1)		(2)			Mnt Supervisor - Park 08	3
6	Grounds Mnt Foreman 08	7	(2)	(1)					Mnt Supervisor - Grounds 08	4
3	Building Mnt Foreman 08	4	(1)					(1)	Mnt Supervisor - Bldgs 08	4
8	GC Supt 08	8					(1)		Mnt Supervisor - GC 08	6
									Mnt Supervisor - Park/GC 08	2
3	Eq Mnt Foreman 08	1						(1)	<Eliminated>	-
8	Park Mnt Spec 07X	6	(2)	(1)			(1)		<Eliminated>	-
39	Park Mnt Spec 06	33		(1)			(1)		Park Mnt Spec 06	18
--	Park Mnt Worker 04	-							Park Mnt Worker 04	19
13	Eq Mnt Spec 06	9							Park/Eq Mnt Spec 06	8
1	GC Eq Mnt Spec 06	1		(1)					<Eliminated>	-
7	GC Mnt Spec 06 / 07X	7							(Title Change)	-
--	*Chief of Police 13	1							*Chief of Police 13	1
6	Police Commander 11	1	(1)						Administrative Sgt 04	1
--	District Lt 10	3							District Lt 10	3
7	Sgt 04	6	(1)						Sgt 04	6
2	Cpl 03	3	(1)						<Eliminated>	-
24	Police Officer 02	17							Police Officer 02	19
254	Total	--	205	193	192	189	184	181		185
	Difference vs. Previous	220	(15)	(12)	(1)	(3)	(5)	(3)		
	Difference vs. Attrition Plan	35	20	8	7	4	(1)	(4)		



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: May Donations
Date: May 31, 2012

The following donations were received through May 31, 2012:

1. Wilson born made an \$8,000 cash donation to be used for landscaping at the Nature Center at Lake St. Clair Metropark.
2. Marc Blum donated a disassembled windmill for display at Wolcott Mill Metropark; itemizing a value of \$8,000.
3. David and Cynthia Moilanen made a \$350 cash donation to purchase tree to be planted at behind the ninth green at Huron Meadows Metropark Golf Course in memory of Douglas Morton.
4. Cheryl Del Grosso made a \$300 cash donation for a memorial bench honoring Justin Gene Coffey to be placed on the new portion of the hike-bike trail at Kensington Metropark.
5. Marjorie O'Donnel made a \$300 cash donation for a memorial bench honoring Ray Davio to be placed along bike trail at Kensington Metropark.
6. John Minicvci made a \$300 cash donation for a disc golf basket for use at Stony Creek Metropark.
7. Myra and Mel Jacobs made a \$300 cash donation for a bench to be placed along the hike-bike trail at Kensington Metropark.
8. Jerry Pelton made a \$300 cash donation for bench to be placed along the nature trail at Kensington Metropark.

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



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Executive Secretary
Subject: Legislative Report
Date: May 31, 2012

Legislative Consultant George M. Carr, will attend the June 7 Commission meeting and will personally deliver the legislative report.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Executive Secretary
Subject: Officer Elections
Date: May 31, 2012

The Huron-Clinton Metropolitan Authority Bylaws read in part:

The Board of Commissioners shall elect a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, who shall be elected by the Commissioners at the annual meeting of the Board of Commissioners.

The regular monthly meeting held in the month of June constitutes the annual meeting of the Board of Commissioners.

**Attachment: List of previous Officers
HCMA Bylaws (as amended June 18, 2009)**

HURON-CLINTON METROPOLITAN AUTHORITY COMMISSION OFFICERS

YEAR	CHAIRMAN	VICE CHAIRMAN	TREASURER	SECRETARY
5/15/1941 to 01/08/43	Harry B. Earhart	Oscar A. Kaufman	R. Bruce McPherson <i>(Resigned)</i>	
01/08/43 to 06/14/46	Harry B. Earhart	Oscar A. Kaufman	George W. Trendle	
06/14/46 to 06/10/48	Oscar A. Kaufman	George W. Trendle	John H. Nunneley	
06/10/48 to 06/14/50	George W. Trendle	John H. Nunneley	R. Clare Cummings	
06/14/50 to 06/12/52	John H. Nunneley	R. Clare Cummings	Herbert L. Frisinger	
06/12/52 to 06/10/54	R. Clare Cummings	Herbert L. Frisinger	Oscar A. Kaufman	
06/10/54 to 07/12/54	Herbert L. Frisinger	Oscar A. Kaufman <i>(died 07/12/54)</i>	John W. Connolly	
07/12/54 to 06/14/56	Herbert L. Frisinger	Charles H. Sutton	John W. Connolly	
06/14/56 to 06/13/57	Charles H. Sutton	John W. Connolly	William E. Kreger	
06/13/57 to 06/12/58	Charles H. Sutton	William E. Kreger	Olga M. Madar	
06/12/58 to 06/09/60	William E. Kreger	John H. Nunneley	Frank J. Hojnacki	
06/09/60 to 01/12/61	John H. Nunneley	Frank J. Hojnacki <i>(died 12/24/60)</i>	R. Clare Cummings	
01/12/61 to 10/12/61	John H. Nunneley <i>(Resigned 10/12/61)</i>	R. Clare Cummings	Herbert L. Frisinger	
10/12/61 to 06/14/62	R. Clare Cummings	Charles H. Sutton	Herbert L. Frisinger	
06/14/62 to 06/11/64	R. Clare Cummings	Herbert L. Frisinger	Charles H. Sutton	
06/11/64 to 12/10/64	Thomas S. Welsh	Charles H. Sutton	Bruce L. Monks <i>(Resigned 12/04/64)</i>	
12/10/64 to 06/08/67	Thomas S. Welsh	Charles H. Sutton	Kurt R. Keydel	
06/08/67 to 06/13/68	Charles H. Sutton	James Clarkson	Kurt R. Keydel	
06/13/68 to 06/11/70	James Clarkson	Kurt R. Keydel	Eugene J. Ellison	
06/11/70 to 06/08/72	Kurt R. Keydel	Eugene J. Ellison	William E. Kreger	
06/08/72 to 06/13/74	Eugene J. Ellison	William E. Kreger	Jesse R. Rutherford	
06/13/74 to 06/10/76	William E. Kreger	Jesse R. Rutherford	Clifton W. Heller	
06/10/76 to 12/09/76	Jesse R. Rutherford <i>(died 11/23/76)</i>	Clifton W. Heller	Thomas S. Welsh	
12/09/76 to 06/14/79	Clifton W. Heller	Thomas S. Welsh	Charles R. Shafer	
06/14/79 to 06/11/81	Thomas S. Welsh	Charles R. Shafer	Jeanette S. Weiss	

HURON-CLINTON METROPOLITAN AUTHORITY COMMISSION OFFICERS

YEAR	CHAIRMAN	VICE CHAIRMAN	TREASURER	SECRETARY
06/11/81 to 06/10/82	Charles R. Shafer	Jeanette S. Weis	James B. Cosgrove	
06/10/82 to 06/07/84	Jeanette S. Weiss	James B. Cosgrove	Kurt R. Keydel	
06/07/84 to 10/11/84	James B. Cosgrove	Kurt R. Keydel <small>(Appt expired 9/19/84)</small>	John C. Hertel	
10/11/84 to 11/08/84	James B. Cosgrove	John C. Hertel	---	
11/08/84 to 06/13/85	James B. Cosgrove	John C. Hertel	James Clarkson	
06/13/85 to 06/11/87	John C. Hertel	James Clarkson	Harry E. Lester	
06/11/87 to 06/08/89	James Clarkson	Harry E. Lester	Robert W. Marans	
06/08/89 to 06/13/91	Harry E. Lester	Robert W. Marans	James Young	
06/13/91 to 06/17/93	Robert W. Marans	James Young	Thomas S. Welsh	
06/17/93 to 06/08/95	James Young	Thomas S. Welsh	James Clarkson	
06/08/95 to 06/05/97	Thomas S. Welsh	James Clarkson	William E. Kreger	
06/05/97 to 10/09/97	James Clarkson	William E. Kreger	Jeanette S. Weiss <small>(Appt expired 10/30/97)</small>	
10/09/97 to 06/03/99	James Clarkson	William E. Kreger	Robert W. Marans	
06/03/99 to 02/10/00	William E. Kreger	Robert W. Marans	Thomas S. Welsh <small>(died 01/21/00)</small>	
02/10/00 to 06/07/01	William E. Kreger	Robert W. Marans	John C. Hertel	
06/07/01 to 06/05/03	Robert W. Marans	John C. Hertel	James Young	
06/05/03 to 01/13/05	James Young	William E. Kreger	James Clarkson	
01/13/05 to 06/09/05	John C. Hertel	William E. Kreger	James Clarkson	
06/09/05 to 08/11/05	William E. Kreger	James Clarkson <small>(died 05/06/05)</small>	Harry E. Lester	
08/11/05 to 06/14/07	William E. Kreger	John C. Hertel	Harry E. Lester	
06/14/07 to 06/18/09	John C. Hertel	Harry E. Lester	Peter S. Walters	
06/18/09 to 01/13/11	Harry E. Lester	Peter S. Walters <small>(Resigned 12/31/10)</small>	Robert W. Marans	Anthony V. Marrocco
01/13/11 to 6/9/2011	Harry E. Lester	Robert W. Marans	Anthony V. Marrocco	John E. La Belle
6/9/2011 to	Anthony V. Marrocco	John La Belle	John P. McCulloch	John C. Hertel

**BYLAWS OF THE
HURON-CLINTON METROPOLITAN AUTHORITY**

As Amended June 18, 2009

I. Terms of Office of Board of Commissioners

In accordance with the provisions of Act No. 147, Public Acts of 1939, the term of office of each member of the first Board of Commissioners shall commence on the date of election or appointment, and shall run for the terms specified by statute.

(a) Elected Commissioners	Original Terms in Years	Original Expiration Date
<u>County</u>		
Wayne	Six	1947
Oakland	Five	1946
Macomb	Four	1945
Washtenaw	Three	1944
Livingston	Two	1943
(b) Appointed Commissioners	Original Terms in Years	Original Expiration Date
One Appointee	Four	1945
One Appointee	Two	1943

From and after the expiration of the first terms herein specified, the term of office for each member of the Board of Commissioners subsequently elected shall be for a term of six (6) years, and the term of office for each Commissioner subsequently appointed shall be for a period of four (4) years or until their successors are appointed, in accordance with Act No. 147.

II. Principal Office

The principal office of the Authority shall be at 13000 High Ridge Drive, Brighton, Michigan 48114, or at such other location as may be determined by the Board of Commissioners from time to time.

III. Meetings

(a) Regular meetings of the Board of Commissioners shall be held monthly on the second Thursday of each month at the principal office of the Authority for the transaction of such business as may be brought before the meeting, provided, however, that the regular monthly meetings of the Board of Commissioners may be held at such other date, location or place as may be determined by a majority of the members of the Board of Commissioners. The regular monthly meeting held in the month of June shall constitute the annual meeting of the Board of Commissioners.

(b) Special meetings of the Board of Commissioners may be called at any time by the Chairman or Secretary, or by a majority of the members of the Board of Commissioners, at such time or place as may be deemed necessary. Commissioners shall be notified in writing of the time, place and purpose of all special meetings of the Board of Commissioners at least three (3) days prior thereto. Notice of special meetings provided to the Board of Commissioners shall describe the business to be transacted at said special meeting. Any Commissioner shall be deemed to have waived such notice by his or her attendance at any such meeting.

(c) Public notice of all meetings of the Board of Commissioners shall be given and posted as required in Act No. 267, Public Acts of 1976, as amended, or other applicable State law.

(d) Closed sessions may be held in accordance with Act No. 267, Public Acts of 1976, as amended, or other applicable State law.

(e) A person shall be permitted to address a meeting of the Board of Commissioners under rules established and recorded by the Board of Commissioners and in accordance with Act No. 267, Public Acts of 1976, as amended, or other applicable State law.

IV. Quorum

A majority of the members of the Board of Commissioners then in office shall constitute a quorum for the transaction of business. The concurrence of a majority of the members of the Board of Commissioners then in office shall be sufficient for the passage of any resolutions, but no business shall be transacted unless there are then in office at least a majority of the full number of Commissioners fixed by law.

V. Officers of Board of Commissioners

The Board of Commissioners shall elect a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, who shall be elected by the Commissioners at the annual meeting of the Board of Commissioners. The term of each office shall be for one (1) year, expiring at the time of the following annual meeting of the Board of Commissioners or until their successors are elected; provided, however, should either the Secretary or the Treasurer be a non-member of the Board of Commissioners, the Secretary's or Treasurer's term of office shall be at the will and pleasure of the Board of Commissioners. The Chairman and Vice-Chairman shall be members of the Board of Commissioners.

In the event of a vacancy occurring in the office of Chairman, the Vice-Chairman shall assume the duties and responsibilities of Chairman until a new Chairman is elected by the Board of Commissioners. In the event of a vacancy in any of the offices hereinbefore mentioned, the Board of Commissioners at any subsequent regular meeting may fill said vacancy for the remainder of the unexpired term.

VI. Chairman

(a) The Chairman shall preside at all meetings of the Board of Commissioners, and shall have a vote upon all resolutions as a Commissioner.

(b) The Chairman shall sign, with the Secretary or Executive Secretary, in the name of the Authority, all contracts and legal documents approved by the Board of Commissioners.

VII. Vice-Chairman

In the event the office of Chairman shall become vacant by death, resignation or otherwise, or in the event of the absence of the Chairman or the Chairman's inability to discharge the duties of the office, such duties for the time being devolve upon the Vice-Chairman.

VIII. Secretary

The Secretary shall consult with the Executive Secretary from time to time respecting the Authority's administrative affairs, and otherwise shall perform the customary duties of such office, and such other duties as the Board of Commissioners shall direct. The Secretary shall sign, with the Chairman, in the name of the Authority, all contracts and legal documents approved by the Board of Commissioners.

IX. Treasurer

The Treasurer shall consult with the Controller from time to time respecting the Authority's financial affairs and otherwise shall perform the customary duties of such office pursuant to applicable law, and such other duties as the Board of Commissioners shall direct. The Treasurer shall provide the Authority with a fidelity bond to indemnify the Authority from any loss caused by any fraudulent or dishonest act on the part of the Treasurer. The premium for said bond shall be paid out of the funds of the Authority.

X. Director

The Board of Commissioners shall appoint a chief executive officer of the Authority who shall be known as the Director. The Director shall hold office at the will and pleasure of the Board. The Director shall supervise, and be responsible for, the day-to-day operation of the Authority and shall provide general direction to the work and general management of all activities of the Authority. This, among other things, specifically includes the following:

(a) The Director shall be responsible for the appointment or employment and discharge of all employees, and for the direction of their activities (except those whose appointment is made by the Board of Commissioners), or as otherwise directed by the Board of Commissioners. Decisions regarding the employment of management personnel shall be made in consultation with the Board of Commissioners, with emphasis placed on the recommendations and advice of members of the Board of Commissioners with special knowledge or experience relating to a given position for which an appointment is being considered.

(b) The Director may, with the advice and consent of the Board of Commissioners, delegate to subordinates any of the special duties assigned to the Director.

(c) The Director shall approve of such purchases and make such certifications as shall be required or permitted under the purchasing authority and approval set forth in these bylaws and otherwise as authorized and directed by the Board of Commissioners.

(d) The Director shall certify the rates of pay and the payrolls of all employees.

(e) The Director shall take such other actions and assume such other responsibilities as may be provided by federal and state law.

XI. Deputy Director

The Board of Commissioners shall appoint a chief operating officer of the Authority who shall be known as the Deputy Director. The Deputy Director shall hold office at the will and pleasure of the Board. The Deputy Director, under the immediate supervision of the Director, is responsible for the administration, operations, maintenance, marketing, community relations and volunteer services of the Authority, and such other responsibilities as shall be directed from time to time by the Director. In the event the office of Director shall become vacant by death, resignation or otherwise, or in the event of the absence of the Director or the Director's inability to discharge the duties of the office, such duties for the time being devolve upon the Deputy Director. The Deputy Director, in the absence of the Secretary or the Executive Secretary or in the event of the Secretary's or Executive Secretary's inability to act, shall perform the duties of the Secretary or Executive Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary or Executive Secretary.

XII. Controller

The Board of Commissioners shall appoint a chief financial officer of the Authority who shall be known as the Controller. The Controller shall hold office at the will and pleasure of the Board and shall perform the usual duties of such office and such other duties as the Board of Commissioners may direct or as are required by law. This, among other things, includes the following:

(a) The Controller shall receive all money due the Authority from taxes, fees, charges and all other sources, and shall deposit all such money in such bank or banks, and in such separate accounts, as the Controller shall deem prudent and appropriate, subject to the approval of the Board of Commissioners. The Controller may co-sign on such bank accounts as the Board of Commissioners may designate.

(b) The Controller shall be responsible to the Board of Commissioners for a record of all property acquired by the Authority. The Controller shall keep accounting records showing all financial transactions of the Authority in accordance with a financial report at each regular meeting of the Board of Commissioners, and shall permit inspection of all financial records by any Commissioner at any reasonable time.

(c) The Controller shall issue and approve of such vouchers for payment of obligations and make such certifications as shall be required or permitted under the purchasing authority and approval set forth in these bylaws and otherwise as authorized and directed by the Board of Commissioners.

(d) The Controller shall issue regular pay checks to all employees on payrolls certified by the Executive Secretary and approved by the Director.

(e) The Controller shall be the chief investment officer of the Authority and shall advise the Board of Commissioners in respect of an investment policy satisfying the requirements of Act No. 20, Public Acts of 1943, as amended. The Controller shall prepare reports respecting the Authority's investments from time to time as directed by the Board of Commissioners.

(f) The Controller shall monitor and evaluate the Authority's risk profile from time to time and provide direction to the Authority's risk management efforts. The Controller shall

present recommendations to the Board on appropriate carriers and levels of coverage insuring against risks assumed by the Authority and shall prepare and make reports respecting the Authority's risk profile from time to time as directed by the Board of Commissioners.

(g) The Controller shall provide the Authority with a fidelity bond to indemnify the Authority from any loss caused by any fraudulent or dishonest act on the part of the Controller. The premium for said bond shall be paid out of the funds of the Authority.

(h) The Controller shall advise the Treasurer on the financial affairs of the Authority.

XIII. Executive Secretary

The Board of Commissioners shall appoint an Executive Secretary, who shall hold office at the will and pleasure of the Board. The Executive Secretary shall perform the following duties and such other duties as the Board of Commissioners shall direct:

(a) The Executive Secretary shall attend all meetings of the Board of Commissioners and of all Committees, and shall record the minutes of such meetings. The Executive Secretary shall have custody of the minute book and of the corporate seal of the Authority.

(b) The Executive Secretary shall have charge of all correspondence and communications to and from the Board of Commissioners, and the giving and receiving of all notices pertaining to the work of the Authority.

(c) The Executive Secretary shall be the custodian of all records, except the financial records of the Controller, and shall keep, at the office of the Board of Commissioners, and open to public examination in accordance with Act No. 267, Public Acts of 1976, as amended, at all reasonable times, all records, maps, charts, plans and documents pertaining to the work of the Authority.

(d) The Executive Secretary shall see that all property acquired is vested in the name of the Authority. The Executive Secretary shall notify the Board of Commissioners and the Controller when any such property is disposed of for cash consideration or otherwise.

(e) In the event the office of Secretary shall become vacant by death, resignation or otherwise, or in the event of the absence of the Secretary or the Secretary's inability to discharge the duties of the office, such duties for the time being devolve upon the Executive Secretary, and the Executive Secretary may sign, with the Chairman or Vice Chairman, in the name of the Authority, all contracts and legal documents approved by the Board of Commissioners, and when necessary shall affix the corporate seal thereto.

(f) The Executive Secretary shall review and approve all such vouchers for payment of obligations and make such certifications as shall be required or permitted under the purchasing authority and approval set forth in these bylaws and otherwise as authorized and directed by the Board of Commissioners.

(g) The Executive Secretary shall co-sign on such bank accounts as the Board of Commissioners may designate. The Executive Secretary shall provide the Authority with a fidelity bond to indemnify the Authority from any loss caused by any fraudulent or dishonest act on the part of the Executive Secretary. The premium for said bond shall be paid out of the funds of the Authority.

(h) The Executive Secretary shall be the Authority's FOIA Coordinator as defined in Act No. 442, Public Acts of 1976, as amended, unless the Board of Commissioners shall make another designation of FOIA Coordinator.

XIV. Budget; Fiscal Year; Annual Financial Report; Audit

The fiscal year of the Authority shall begin on January 1 and shall end on December 31 of each calendar year, or such other annual period as may be established by the Board of Commissioners. Prior to the beginning of each fiscal year, but not later than the December regular meeting, the Board of Commissioners shall cause to be prepared a budget containing an itemized statement of the estimated current operational expenses and the expenses for capital outlay including funds for the operation and development of all property and facilities under the jurisdiction of the Board of Commissioners, including any amounts necessary to pay the obligations of the Authority maturing during the ensuing fiscal year, and an estimate of the anticipated revenue of the Authority from all sources for the ensuing fiscal year. The Board of Commissioners shall adopt the budget in accordance with and subject to the requirements of the Uniform Budget and Accounting Act, Act No. 2, Public Acts of 1968, as amended. The Board of Commissioners also shall cause to be prepared an annual financial report of the Authority, and shall obtain an annual audit of the Authority's financial records, accounts, and procedures, all in accordance with the Uniform Budget and Accounting Act, Act No. 2, Public Acts of 1968, as amended.

XV. Contracts; Purchasing Authority and Approval

Contracts shall be executed on behalf of the Authority by the Chairman, Director or Deputy Director and by the Secretary, Executive Secretary or Controller, or otherwise as directed by the Board. Procurement procedures shall be established to secure purchases at the lowest possible cost commensurate with the quality needed; to provide for the efficient purchase of supplies, equipment and services in a timely and creditworthy fashion; to exercise positive financial control over all purchases; and to clearly define authority for the purchasing function, subject to the following:

(a) The Director shall approve all purchase orders and commitments for equipment and material and the employment of all services for the activities of the Authority authorized or directed by the Board of Commissioners.

(b) For any expenditure in an amount in excess of Ten Thousand Dollars (\$10,000.00), bids shall be obtained and presented to the Board of Commissioners for its approval. Bids will not be required for the purchase of land or for payrolls or the employment of professional or specialized services. This paragraph shall be effective except in case of written contracts which have previously been approved by the Board of Commissioners. In such cases, the terms of the Contract itself shall govern.

(c) Purchases, contracts or commitments in an amount not exceeding Ten Thousand Dollars (\$10,000.00) may be made without specific prior approval of the Board of Commissioners and pursuant to the authorization under the general appropriations act adopted by the Board of Commissioners under the Uniform Budget and Accounting Act, Act No. 2 of the Public Acts of 1968, as amended, provided that (i) the Director and the Executive Secretary concur that the purchase, contract or commitment is authorized under the general appropriations act, (ii) such purchase, contract or commitment is made only after having received as many quotations as practicable from qualified bidders, and (iii) the procedures in

this Article respecting the issuance, certification, presentation and approval of vouchers for payment of obligations shall be adhered to. In the case of emergency, the Director, with the approval of the Chairman, may approve of purchases, contracts or commitments in an amount not exceeding Fifty Thousand Dollars (\$50,000.00) without specific prior approval of the Board of Commissioners and pursuant to the authorization under the general appropriations act.

(d) Upon the receipt of an invoice, together with certification that the property or service was duly ordered, has been received, and is satisfactory, the Controller shall issue a voucher and shall certify on each voucher that an appropriation has been made for such expenditure and that there remains an unexpended balance sufficient to pay such voucher. If there be not sufficient money appropriated and available, the Controller shall not issue the voucher until an appropriation is made. When a voucher has been so issued and certified by Controller, the Controller shall deliver it to the Executive Secretary to be approved for payment. When such voucher has been approved by the Executive Secretary, the Controller shall issue payment.

(e) The Executive Secretary shall inspect all vouchers for payment of obligations presented by the Controller and verify that they are duly certified. If satisfied of their authenticity, the Executive Secretary shall sign them as approved for payment. The Executive Secretary then shall present the voucher for certification by the Director that the property or service was duly ordered, has been received, and is satisfactory. The Executive Secretary thereafter shall present the vouchers to the Board of Commissioners at each regular meeting of the Board for approval.

XVI. Committees

The Board of Commissioners shall establish a Pension Committee and a Retiree Health Care Benefits and Trust Board of Trustees for the purpose of overseeing matters pertaining to the Authority's pension and retirement health care benefit programs. The Board of Commissioners from time to time may establish such other committees, standing or special, as the Board shall deem necessary or convenient to carry out the work of the Authority. The Chairman shall be ex officio a member of all committees.

XVII. Biannual Report

The Board of Commissioners, on or before the first day in June of every even year, shall submit a written report to the Governor and to the Board of County Commissioners of each of the Counties of Wayne, Oakland, Macomb, Washtenaw and Livingston, which report shall contain a statement of the doings of the Board of Commissioners during the preceding two calendar years.

XVIII. Powers of Board of Commissioners

The Board of Commissioners shall exercise all such powers and perform such duties to the fullest extent authorized and provided by Act No. 147 and the statutes and the laws of the State of Michigan.

XIX. Immunity, Indemnification and Insurance

(a) **Immunity.** A member of the Board of Commissioners or an officer, appointee or employee of the Authority shall not be subject to personal liability when acting in good faith within the scope of his or her authority or on account of the liability of the Authority.

(b) **Indemnification.** The Authority shall indemnify and procure insurance indemnifying each member of the Board of Commissioners and each officer and appointee of the Authority against liability arising out of the discharge of his or her official duties, or for liability asserted by a person with regard to bonds or other obligations of the Authority, the issuance of bonds or other obligations of the Authority, or by reason of any other action taken or the failure to act by the Authority.

(c) **Insurance.** The Authority, in addition to the insurance referred to above, shall purchase and maintain insurance on behalf of each member of the Board of Commissioners and each officer and appointee of the Authority against any liability arising out of the status of that person or asserted against that person and incurred by that person in any capacity.

(d) **Eligible Expenses.** Indemnification or other payment under this Article may be for expenses, including attorneys' fees, actually and reasonably incurred, and for judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred.

XX. Amendments

These bylaws or any of them may be altered, amended, added to or repealed by a majority of the members of the Board of Commissioners then in office at any regular meeting of said Board of Commissioners or at any special meeting, providing any of such changes are not inconsistent with or contravene the laws of the State of Michigan. Provided, that before any changes are made in said bylaws, a copy of the proposed changes shall be filed with the Executive Secretary at least ten (10) days prior to the meeting at which action thereon is to be taken, and the Executive Secretary shall cause a copy of said proposed changes to be sent each Commissioner at least five (5) days prior to said meeting, together with written notice of the time and place of such meeting.

XXI. Parliamentary Practice

The rules of parliamentary procedure comprised in "*Cushing's Manual of Parliamentary Practice*" shall govern in all cases in which they are not inconsistent with the standing rules and orders of this Board and not contrary to any existing laws of the State of Michigan.

CERTIFICATION:

I, Gregory J. Almas, Executive Secretary of the Huron-Clinton Metropolitan Authority, do hereby certify that the above is a true copy of the Bylaws of the Authority, as last amended on June 18, 2009.



Gregory J. Almas, Executive Secretary
Huron-Clinton Metropolitan Authority

Approved as to legal form
and conformity with law:



Michael P. McGee, Esq.
Miller Canfield Paddock and Stone, PLC
150 West Jefferson Ave., Suite 2500
Detroit, Michigan 48226

DELIB.3050240.10\042460-00005



**HURON-CLINTON METROPOLITAN AUTHORITY
MAY MONTHLY REPORT
FOR
BOARD OF COMMISSIONERS
JUNE 7, 2012**

Director's Comments

- May is always an extremely busy month with interpretive centers at full capacity with end-of-the-year school field trips, field operational and maintenance staff getting seasonal facilities up and running, warmer spring weather bringing increased general visitation to the Metroparks, and Memorial Day weekend, which is the unofficial kick off to summer in the parks.
- Maintenance staffs, as well as engineering staffs, did an excellent job getting the pools and water facilities ready for opening on Memorial Day weekend. There typically are last minute repairs that need to be tended to when re-opening these facilities and this year was no exception. Staff responded well and put in the needed extra effort and hours to get all facilities up and running for the weekend.
- Memorial Day weekend started slow, but with hot, sunny weather on Sunday and Monday, the weekend provided a great start to the busy summer months. Not all the numbers are in as we compile this report, but for example: 9,000 vehicles (about 27,000 visitors) entered Stony Creek on Memorial Day; another 8,000 vehicles entered Lake St. Clair that day. People were in line up to an hour or longer to get into some of the parks. Kensington had about 55,000 visitors for the weekend. All the pools, beaches and water spray areas were busy; Turtle Cove had more than 3,100 visitors on both Sunday and Monday. The South and Shore marinas at Lake St. Clair were filled for the weekend and the new campground at Lower Huron had 21 of the 27 camp sites filled all or part of the weekend.
- In addition to the new campground at Lower Huron, the playground at Eastwood Beach at Stony Creek and the new club house at Kensington Golf Course opened for public use. The playground seems to be an immediate hit with families who have younger children, and the new and enlarged club house should bring additional business to the golf course.
- All 18 holes of the Hudson Mills Golf Course were cleared and re-opened by the end of the month. More cleanup work needs to be completed, but the entire course is now playable.
- Just as a reminder, there will be a dedication of the new club house at the Kensington Golf Course following the June Commission meeting.
- There are a lot of great activities and programs happening in the Metroparks. I hope both commissioners and staff will get an opportunity to use and experience the parks from a visitor's viewpoint this summer.

Eastern District

**Lake St. Clair, Stony Creek, Wolcott Mill, –
Mike Lyons**

- May was a busy month with many events being held within the park and preparing for the summer season.
- Several charity events were held at Lake St. Clair Metropark during the month including the Myasthenia Gravis walk/run on May 5, the 9th Annual "Save the Manatee" walk on May 19 that attracted more than 1000 participants and the Penguin Parent walk on May 20. Other events included Always Running on May 12, Harrison Township Shoreline Clean-up on May 19 and 20, Macomb County Business Forum on May 24, and the Coast Guard Auxiliary performed boating safety checks on May 25. TGA Golf which is a youth golf training program held classes at the Par 3 on May 4, 11 and 18.
- The last week of the month marked the beginning many of the family oriented programs at the park that run all summer long. These programs include Yoga on the Beach, Square Dancing and Family Kite Night.

Eastern District (con't)

- Park staff also met with members of the Harrison Township Economic Development Committee to discuss the possibility of bringing a large pond hockey tournament to Lake St. Clair Metropark in the winter. Staff looks forward to continued discussions with the organization to help foster a relationship and support the development of the event.
- The first two days of the Memorial Day weekend produced average attendance as the threat of rain seemed to deter some visitation. However, on Memorial Day, the hot, dry weather brought more than 23,000 patrons into the park to picnic, swim and play. The utility slips at the South and Shore Marinas were at capacity for the entire Memorial Day weekend.
- May was a good month in terms of visitation and revenues due to very nice weather at Stony Creek.
- The visitation on Memorial Day weekend began slowly with periods of rain in the area on Saturday and Sunday. However, Monday brought huge crowds as nearly 9,000 vehicles entered the park. Both beaches and the boat rental facility were in overflow parking and at capacity.
- With much anticipation, the new state of the art playscape at Eastwood Beach opened to the public on May 25. This structure is a significant addition to Stony Creek Metropark and staff expects it to be a very popular attraction to the park.
- In addition to the playscape, the opening of the Riplide also occurred on May 25. This is the second year of operation for the inflatable water slide after a very successful first year. Staff expects these two attractions, in conjunction with one another, will have a direct positive impact on visitation at Eastwood Beach.
- The additional three holes on the “Buckhorn” Disc Golf Course were completed and celebration of the opening occurred on May 19. The course now offers twenty seven holes.
- Work on the new campground in the Ridgewood Picnic Area has been completed with the installation of the fire pits. Camping reservations are now being taken for all the weekend dates.
- Events held during the month at Stony Creek consisted of five charity walk/runs, an endurance mountain bike race, four weddings at the Banquet Tent and an extremely successful Half Marathon. The “Back to the Beach” Half Marathon on May 20 attracted nearly 1,300 participants which was up significantly from 800 the previous year.
- At Wolcott Farm, Sheep Shearing Saturday on May 5 and the Block Party: Get to Know Your Metroparks event on May 19 attracted nearly 500 patrons for each event; and the Mother’s Day programs at all of the interpretive facilities were well attended.

Western District

Indian Springs, Kensington, Huron Meadows, Hudson Mills, Dexter-Huron, Delhi –

Kim Jarvis

- On May 26 for the start of the Memorial Day weekend staff opened all 18 holes at the Hudson Mills Golf Course. Special acknowledgement needs to go out to Troy Rice, Dwayne Perkins, and the Hudson Mills Golf Course Maintenance crew for making this happen.
- The Spray and Play opened at Indian Springs this month, the dome at the Environmental Discovery Center was cleaned twice, 33 schools visited the Discovery Center and the Natural Resource Crew completed the bridge on the Woodland Trail.
- Events in the District included the Mission Run at Indian Springs, two new events at Hudson Mills, Bark for Life with 300 participants and their pets who raised money for cancer research and the Kite Network 5K Run with 200 participants.
- The 29th annual Cooper’s Fun Run was held May 11 at Hudson Mills with more than 1,100 special needs children from across Washtenaw County competing in walks and runs at the park.

Western District (con't)

- Kensington events included The Kentucky Derby Dash, Heron Days at the Nature Center, Oakland Bass Masters Fishing Tournament, American Breast Cancer Foundation Walk, Elements Events Bike-a-Thon, Alzheimer's Association Walk, Foundation for Fighting Blindness 5K Run, Hearing Loss Association of Michigan Walk, Prader-Willi Syndrome 5K and the Kensington Trail Riders Camping weekend at the horse staging area at the Group Camp.
- During the Memorial Day weekend two of the three days were sunny and warm. Sunday temperatures were in the 80's and Monday it was 95 degrees. Martindale and Maple Beaches were filled to capacity on Monday with Martindale in overflow parking at noon. Total park revenue for these three days at Kensington was \$118,076 compared to the 2011 three day total of \$103, 008. Visitors for these three days were 52,062 compared to 2011 visitation of 44,580.
- Key staff from Kensington and Indian Springs Metroparks along with local law enforcement, township officials, emergency services and the National Weather Service attended an Emergency Response Tabletop Exercise at Indian Springs. Representatives from Oakland County Homeland Security along with Metroparks Police Officer Rider facilitated this session on Emergency Response to a hazardous weather event in Kensington or Indian Springs Metropark.

Southern District

Lower Huron, Willow, Oakwood, Lake Erie –

Jim Pershing

- Most of the month was spent preparing for Memorial Day weekend.
- On May 4, the Walnut Grove Campground at Lower Huron opened with two campers. For the Memorial Day weekend 21 of 27 sites were booked.
- Over the Memorial Day weekend, the Wave Pool, Turtle Cover and Willow Pool were all running at or near capacity much of Sunday and Monday. Turtle Cove had its best Memorial Day ever. Picnicking was also very popular at Lower Huron.
- Events around the district included: the Willow Duathlon on May 6. The News-Herald golf tournament for high school students was held at the Lake Erie Golf Course on May 11 with 96 participants. The Michigan Gazehound Association held its annual event at Lake Erie on May 12 and 13 where the dogs run through a marked course for best times near the American Lotus shelter.
- During the Willow Duathlon on May 6, a participant was discovered unconscious at the Willow Pool Complex after completing the run. Sgt. Doody was called and determined the use of the automated external defibrillator (AED) was needed. It is staff's understanding that the participant is still recovering.

Interpretive Services –

Mike George

- May is typically the most sought out month for school field trips and this was the case for May 2012. Most of the facilities spent time getting ready for summer camp offerings. Several interpreters were involved with various "Water Festival" activities, including presenting at the Clinton River Water Festival and at the Lake St. Clair Water Festival.
- Met with representative from the Six Rivers Regional Land Conservancy to go over summer program plans.
- Met with staff from Oakland County Parks to go over possible collaborative efforts for this summer.

Interpretive Services (con't)

Lake St. Clair Nature Center

- May is always the nature center's busiest month with school appointments, but the summer-like weather also brought summer-like attendance on the weekends. The first two weeks also brought lots of bird watchers and photographers as bird migration was at its peak.
- "Bird Migration Day" went well with demonstrations of the bird banding operation and Macomb Audubon doing its annual bird survey of the park. They found 115 species in one day, one of the park's biggest counts for this survey.
- Several out-of-park programs including the Lake St. Clair Water Festival and Girls in Science and Math with the Macomb Intermediate School District, Scout outreach in Rochester and Macomb County.
- Staff continued to work with Michigan Sea Grant on exhibits, and the center changed their seasonal displays and put up a pond water display.

Wolcott Mill Historic Center

- The good weather during the month greatly helped bring people to the park. Many visitors were seen walking the trails on nice days.
- School groups were up considerably from the last five years. Part of this is due to the grant received, although some schools that visited were regulars.
- A nice "reach-out" type program was organized by the farm in the form of a "Block Party." This was to entice new visitors from the surrounding communities to make use of the park by introducing them to what offered at the park. This event went well and staff hopes it will be supported in the future.
- Other programs for the month had some success. The "Fiber Fair," a part of the farm's "Sheep Shearing" program, was held at the Mill this year as a dual-site event. It attracted several new visitors and a local artist held a reception at the Mill while exhibiting her artwork at the "Artist of the Month" wall.

Wolcott Mill Farm Center

- School Tours kept farm staff busy and has been booked solid since the end of March and continues through mid-June.
- Staff began offering, ice cream, individually packaged from Crooked Creek Dairy, to the school groups, and it's well received. Milk and honey straws are also offered.
- "Sheep Shearing Saturday," usually held in March, was held in May, and the "Fiber Fair" portion of the event moved to the Mill. The outcome of this was higher numbers over last year and more comfortable animals.
- "Harness and Hitch" programs continued to be popular, and the horse workshop along with other equine clinics, were booking nicely.
- "Sundaes and Wagon Rides with Mom" was also well attended.
- "Block Party," a new program added to the farm's schedule, provided fun and educational advice on ways to spend time outdoors and be active. Metroparks staff was on hand to educate and entertain more than 500 visitors. Activities included: Pheasants Forever taught children about fishing, archery and target shooting; Macomb Parks and Recreation had a physical fitness activity area; Macomb County Public Works was onsite to help the children with crafts; and the Ray Township Library and Historical Society also joined in the fun.
- The General Store continued to gain popularity.

Stony Creek Nature Center

- School tours along with public, offsite and Voyageur Canoe programs, kept the nature center staff very busy.
- "Mom's and Marshmallows" and "Mother's Day Walk-A-Mom" programs were both well attended.
- Staff presented at the Clinton River Water Festival and at the Lake St. Clair Water Festival.

Interpretive Services (con't)

- Interpretive staff is thankful for the 22 volunteers who donated 51 hours of their time to the care of the animals, weeding and staffing the information desk at the nature center.

Indian Springs Environmental Discovery Center

- Staff tried a different program scheduling technique this spring which allowed them to serve up to five groups at once, when their full, five-person staff was present. It's become typical for staff to have upwards of 125 children at the center for over three hours of programming at a time, sometimes twice a day!
- Almost every school group that attended had an outdoor interpretive or data collecting hike as part of their visit. The other part of each school visit included at least two investigative components. The most popular of these were Pond Creatures under the Microscope, Outdoor Pond Study, Water Quality Testing and Plants.
- Staff also led school programs on Landforms, Weather, Insects and Soils. Most schools included three components as part of their visit.
- Scout programs, "Environmental Science Merit Badge" and "Indian Lore" had good participation.
- The most popular family programs were "Mother's Day Flower Walk" and "Tot Time – Frogs."
- Staff conducted an outreach program called "Mammal Scramble" for all Clarkston School District fourth graders for the sixth year in a row.
- Staff has been working with Oakland County 4-H to set up two "4H2O EcoChallenge" Day Camps. Staffs will be collaborating to offer camps with the themes of "Underwater Robots" and "Weather Balloons."

Kensington Farm Center

- May saw a large number of school groups visiting the farm. Farm staff hosted school groups from all over the Metro-Detroit area as the Farm Center is always a popular place for schools to take their year-end field trips.
- The Farm also hosted several public programs during the month. The "Fun on the Farm" program held on May 10 focused on tractors, and was extremely well visited. In addition, two special "Fun of the Farm" programs were held for Our Lady of Sorrows kindergartners during the first week of May. A session of "Farmer for the Day" was held on May 19 and on Mother's Day, the farm offered free hayrides for moms, which were also well attended.

Kensington Nature Center

- The improvement over 2011 continued, with excellent visitation on the many days of good weather. Six days resulted in overflow parking, a welcome situation.
- The major event in May was "Heron Days." There were many activities available, highlighted by Rosco the Clown, heron rookery observation, native plant sales, sun viewing through telescopes, and a wide variety of environmental organizations.
- The center also held their 36th annual May bird count and was very well attended. The six-hour event resulted in 104 species being tallied. Oddly, due to the early spring, many birds had already migrated through so the count should have been held a week earlier. The best bird of the count was a non-species, a rare hybrid known as a Lawrence's Warbler.

Mobile Learning Center

- The highlights were the four water festivals attended – the Rouge River Water Festival at the University of Michigan Dearborn campus; the Lake St. Clair Water Festival at Macomb Community College; the Clinton River Water Festival at Oakland University; and the Detroit River Water Festival held along the Detroit River waterfront.
- Three Double-up Days were conducted during the month (which one school receives a visit from the mobile classroom while a second school has a visit from interpreters inside a school classroom).

Interpretive Services (con't)

- Two special events during the month included a family event for Boy Scouts at Camp Munhacker in Gregory, as well as the "Block Party" event held at Wolcott Farm.

Hudson Mills Activity Center

- The month started out hosting the REI mid-western retreat, where an interpretive program about wildflowers was given.
- It was an extremely busy month filled with schools groups held in the park and at schools. The center had more school programs this May than any other.
- The annual out-of-park program, "Project Red" was also held for the sixth year in a row. This event, held at the Fowlerville Fairgrounds, had more than 900 third grade students from Livingston County attend to learn about agriculture and the Hudson Mills interpretive staff presented programs on maple sugaring.

Oakwoods Nature Center

- The school canoe tour season kicked off the first week of the month. Staff started this year off with three classes from Howard Elementary in Dearborn. The weather was great, the kids were great.
- The center is slowly, but surely, filling in the last of their days, and even scheduling some summer camps and specialty groups as well.
- The Huron River Flute Circle wrapped up their season of meetings at the center during the month. They will be making one final appearance at the center during the "National Trails Day" scheduled for June 2. Also joining for "National Trails Day" will be a Brownie troop which helped remove invasive Garlic Mustard during the month. The Brownie troop will be setting up a booth at the nature center's Adventure Marketplace and reading a story they wrote on invasive species.
- Once again, Oakwoods staff presented at the Monroe County Scout-o-rama. This has been a great way for staff to reach out to local scout groups that are unfamiliar with the Metroparks.

Lake Erie Marshlands Museum and Nature Center

- The museum's school program schedule was filled and the baby animal calls were unusually robust.
- Multi-component school programs were the dominant feature of the month. There were very few days when one school brought just one class.
- "Scales and Slime," a reptile/amphibian program, topped the list with seven presentations. This was followed by five "Going Buggy" programs and a liberal spattering of "Feathered Friends" and "Frog Funs."
- There were multiple programs on each day as well, resulting in some interesting combinations. Every single possible day of schoolship was filled in the month.
- The weekend "family programs" were on the light side in terms of attendance, with one big exception; the annual "Frog Focus Feature."

Human Resources – Carol Stone

- As of May 29, 115 applications had been received for the position of Controller; a deadline for receipt of applications is May 31. Plante & Moran representatives will be reviewing/screening the applications on June 5 and selecting candidates for the first round of interviews which are anticipated to occur in mid-June.

Human Resources (con't)

- There is a vacancy in the position of Park Maintenance Supervisor at Indian Springs. It was anticipated that the position would be filled through an internal transfer, however with the early retirement program; the number of Park Maintenance Supervisors is below the attrition plan adopted by the Board in March of 2011. Interviews were held on May 29 and approval to fill the position will be sought from the Board at the June Board meeting.
- The Catch-the-Fish customer service initiative continues with the following employees caught by supervisors and other employees during the month of May:
 - Fred Chearhart, a part-time Marina Attendant at Lake Erie, was recognized for his positive attitude and for going above and beyond his typical job duties to ensure that the Marina looks great.
 - Josh Franklin, a seasonal employee at Lake Erie, was recognized for his positive attitude and “top notch” customer service.
 - Amanda Horn, a Toll Attendant at Lake Erie, was recognized for her efforts in handling a customer complaint. She maintained a positive attitude and listened attentively to the park patron.
 - Officer Kathy Wittman was recognized for her quick response and expertise in calming and diffusing tensions when a boater powered into a couple of boats at the Lake Erie Marina.
 - Andrew Caulk, Engineer at the A/O, was recognized by another employee for his diplomacy, professionalism, and efforts in garnering support from the Navy in moving a project forward.
 - Rocco Sanfillipo, an employee at the Lake Erie Golf Course, was recognized for his great positive, upbeat, and friendly attitude when dealing with customers.
- HR staff worked with Legislative Consultant George Carr on responding to pending state legislation that restricts employee union representatives from attending to union business, including grievances and contract negotiations, during paid work time.
- The Legislative Task Force of the International Public Management Association joined with several other organizations including the National Public Employer Labor Relations Association and the Society for Human Resource Management in opposing the Federal Paycheck Fairness Act. The Paycheck Fairness Act is set to go to vote on June 5. The Act expands Federal government control on employee pay and would prohibit such pay practices as shift differential and pay differentials based on local labor markets.

Information Systems –

Nolan Clark

- The new fiber optic connection between the Willow warehouse and Willow pool was completed in preparation for the Memorial Day weekend.
- Staff continues making changes to the 911 service routing and notification system.
- Staff set-up the remaining golf course computers and moved the Kensington Golf Course electronic Point-of-Sale systems and phone equipment from the temporary starter trailer to the new golf clubhouse.

Engineering –

Michael Arens

Lake St. Clair

- The U.S. EPA GLRI grant-supported Coastal Marshland Restoration project at Lake St. Clair has been advertised for bids as of May 10, 2012. The project is being administered by Macomb County as the GLRI grantee, in cooperation with HCMA. Bids are due on June 8, 2012.

Engineering (con't)

Lake St. Clair

- The conceptual design phase of the U.S. EPA GLRI grant-supported Parking Lot Redevelopment project is complete. Staff has done a great job developing a viable concept which coordinates a number of interrelated design elements, exceeds the commitments of our EPA grant application, and whose cost estimate is within budget.
- Installation of monitoring equipment as required pursuant to the EPA's quality assurance program will take place in upcoming week. Staff has reviewed the project with Kassie Kretzschmar, marketing director, to coordinate the construction schedule with possible event scheduling for 2013.
- A stakeholder's informational meeting was held May 24 at the project site, to review the design concept in detail with affected parties. Representatives from Harrison Township, SEMCOG, the Macomb County Public Works Office, and the Macomb County Planning Department were in attendance. The project was very well received and valuable input was provided by attendees. The project is on track for advertising in September 2012, award of construction contract in November, and construction to start in January 2013. The GLRI grant requires that construction be complete by October 2013.
- The Squirt Zone solenoid valve replacement/line pressure testing project was completed by O'Laughlin Construction Co.
- Sherman Nursery Farms was authorized to begin work on the Nature Center Planting project; work is scheduled to begin soon. Other work for the Nature Center improvement project will include benches and site furnishings. Funding support for this project was provided through a generous donation of \$8,000 from Mr. Wilson Born, and \$8,000 from Mr. James Nicholson.
- Emergency repairs of Return Pump Number two in the surge tank were complete by Kennedy Industries, along with replacement of the gutter return valve, just prior to filling the pool in preparation for Memorial Day.

Wolcott Mill

- With Paul Muelle, staff reviewed MichCon/DTE's proposed river channel realignment project with Mr. Tom Dahlman of DTE. The project is required to protect a gas transmission line which crosses the river and is being endangered by riverbank erosion. The project will also include removal of the low head dam north of Camp Rotary.

Stony Creek

- Total Asphalt Paving has completed the Golf Cart Path Repair project.
- The Golf Course Parking Lot Resurfacing project by ProLine Asphalt has been completed.
- The Eastwood Beach/Boat Launch Water Main Rehabilitation project has been completed by Teltow Construction.
- Usztan Construction completed the construction of the Play Area Redevelopment project at Eastwood Beach just prior to its Memorial Day opening.

Indian Springs

- Design of the DTE SolarCurrents photovoltaic project is being finalized by DTE consultant Nova Consultants of Novi. The final design capacity of the project will be 495 kW instead of the originally-planned 386 kW, using the same easement area as was originally authorized. The up-front construction payment and annual payments due to HCMA will be revised accordingly, based on set amounts per kW. DTE believes this project will be their best-sited installation in southeastern Michigan, and that it will be among the largest capacity projects in the area as well. DTE intends to make it a showcase installation, in terms of overall design and site development.

Engineering (con't)

Kensington

- Bob Myers Excavating has completed the Boat Rental pump station and force main replacement project.
- The Sanitary System Improvement project by Reliance Building Co. is nearing completion. All piping and mechanical systems are in place; tested and are in operation. Sanitary flows were re-directed to the Milford Township system on May 18, and after 25 years of project planning staff are pleased to be finally getting out of the wastewater treatment business. Work on the pump control system is in progress, as are exterior site work, restoration, building architectural and mechanical work. As soon as items on the new sanitary system are complete, Reliance can turn their attention to demolition of the wastewater treatment plant
- Work on the Kensington - Milford Trail Connector project by D & R Earthmoving is complete. Safety signage improvements will be made by park staff as recommended by engineering at the roadway approaches to the new trail crossings on the main park road in Kensington.
- The Stormwater Detention Basin construction project by MDOT along I-96 on HCMA property is in progress, with completion scheduled for late summer. Plantings will be planted during the fall growing season.
- The Golf Starter Building project by Garrison Construction is largely complete, and the building occupancy permit was issued on May 2. The building is now open to the public, and staff has received many compliments on the project.
- Patti Electric completed installation of the Splash and Blast touch screen controller and the VFDs; Jett Pump completed the reconditioning of the flow control valve; Doetsch Industrial services cleaned out pool sumps; and the system was ready for operation on Memorial Day.

Hudson Mills

- The design of the Hudson Mills-Dexter Trail is approximately 95 percent complete. The MDOT final grade inspection meeting took place on April 30, with Engineering, MDOT and Washtenaw County Road Commission representatives. At this meeting the project was extensively reviewed as to drawings, specifications, program requirements and documentation. The tentative project schedule is for bids to be let by MDOT in August 2012, a contract to be awarded by MDOT in September 2012, and for construction to begin in late 2012.
- Storm damage-related work at the golf course is in progress, including: repair of golf course comfort station roofs by park maintenance staff and obtaining of prices for fence replacement.

Dexter-Huron

- The Washtenaw County Park and Recreation Commission's River Terrace Trail Phase 1 Project for bridge construction over the Huron River and related walks, is completed, with punch list items remaining. With the completion of this project, WCPRC's attention will turn to the Phase 2 effort, that is, the continuing of the trail into the village of Dexter.

Lower Huron

- Water heaters at Turtle Cove were cleaned and reconditioned by Fraser Mechanical in the amount of \$8,000.
- Refinishing, caulking and related repairs at Turtle Cove were completed by Advanced Pool Services.

Engineering (con't)

Willow

- Work on the UST Removal/AST Installation project at the Park Service Area by Matzak Construction is largely complete. The new above-ground tank is approved and operational. The existing underground storage tank was removed and found to be intact with no damage. TEC, HCMA's environmental consultant, has confirmed that soils in the immediate excavated area of the former UST and its associated piping has been remediated to unrestricted-use cleanup levels, and therefore the site does not fall under Park 213 of Act 451, Michigan's Leaking UST regulation, and clean closure is attainable. Unfortunately, however, contaminated soils were encountered in areas along a storm sewer line and drain tile which runs through the UST site, contamination which is above applicable cleanup criteria. This suggests that spillage had occurred in the area over the years and that this spillage had entered through pavement joints into the soils around the storm system. These soils must be remediated in accordance with Part 201 of Act 451. After having Matzak remove some length of the storm sewer and associated soils, we were unable to obtain clean soil samples, and the extent of contamination along the storm sewer is unknown at this time. Staff has requested TEC's proposal for scope of work and cost estimate for preparing an investigation work plan for remediating impacted areas along the storm sewer.

Oakwoods

- The MDEQ has issued a final permit for the Wager and Pink Intercounty Drain project. Construction is scheduled to begin in 2013.
- Staff continues to wait for final authorization from the Office of Assistant Secretary of Defense, Reserve Affairs, for the construction of the Canoe/Kayak Access Site project by the Selfridge AFB SeaBees.
- Design of the Flat Rock – Oakwoods Trail by Flat Rock and its engineer, C. E. Raines is nearly complete. The MDEQ permit was issued on the project, and the project looks favorable for a 2012 bid letting.

Lake Erie

- Thiesen Irrigation has completed the irrigation head replacement project at the Golf Course.
- Baruzzini Construction has completed work on Wave Pool Refinishing project.

Administrative Office

- Camo Construction has completed work on pool area caulking repairs at Lake St. Clair, Kensington, Willow and Lake Erie Metroparks.

Natural Resources – Paul Muelle

- Various research projects continue in several of the Metroparks this summer. The effects of Emerald Ash Borer on Michigan woodlands (Ohio State University, Michigan Tech and Michigan State University), phragmites decomposition (Eastern Michigan University, Wayne State University) and various botanical and herpetological surveys in the support of restoration grants (USFWS, The Nature Conservancy, Wayne State University).
- Began another round of reducing raccoon populations in Kensington and monitoring predation of turtle nests by raccoons in the designated study area. This is the second year of a USDA funded study in cooperation with Herpetological Resources and Management Inc. which runs from May 15 to June 14.
- The MDNR awarded the Metroparks \$15,000 to improve massasauga habitat at Indian Springs Metropark. The work which will begin next month will focus primarily on the removal of invasive shrubs in hibernacula areas in the park.

Natural Resources (con't)

- Tree and debris clearing continues at Hudson Mills Golf Course and bike trail alignment. Timber and woodchip sales have begun by Fodor Timber Inc. and are being reviewed by the Natural Resource Crew (NRC).
- The NRC completed the reconstruction of the Woodland bridge in the Indian Springs nature area and they continue pruning and removing dead and dangerous trees throughout the park system as well as moving equipment to various parks as requested.
- Natural Resources staff continues to hold volunteer workdays in the parks where volunteers assist in removing invasive garlic mustard from high quality natural areas.
- Staff continues processing vegetation survey data, preparing updated management plans and other GIS mapping, meeting with park staff regarding the preparation of PIPP and SPCC documents for various facilities.

Purchasing – Scott Michael

- Staff continued work on the procurement card. Implementation and training will be the next phase.

Police Department – George Phifer

Lake St. Clair

- On May 27, a park patron flagged down a Metroparks Police Officers and stated there was an unconscious person lying in the grass near the Adventure Golf area. During a pat down of the subject, the officer found and confiscated a loaded Glock 19 (The subject had a valid Concealed Pistol License (CPL) for the weapon). EMS was called to the scene, and the subject was transported to McLearn Hospital for observation. A citation was issued to the subject for violation of the CPL law, while under the influence of alcohol.

Lower Huron

- On May 27, an officer was checking the comfort station at Foxwoods, and noticed that the comfort station and toilet had been damaged. The officer observed that some type of unknown explosive was used, to damage the toilet. There are no suspects at this time.
- On May 10, an officer observed a vehicle driving on the bike path towards the Foxwoods restrooms and then rolled through a stop sign. The officer conducted a traffic stop; the driver came back with several traffic warrants from Van Buren Police Department. The subject was arrested and transported to the Huron Township Police Department.
- On May 17, the Sergeant on duty responded to a call at tollbooth no. 8 regarding a park patron failing to pay for entering the park. The Sergeant located the vehicle and driver; the subject came back with a traffic warrant from Huron Township Police Department and was cited for improper plates and no proof of insurance.

Community Relations – Jack Liang

- Submitted the HCMA 2012 application for a \$15,000 REI grant for trail management support of our natural resource efforts.
- Hosted a meeting with Macomb Community College's president and staff, MSU, Macomb County representatives and HCMA staff at Wolcott Farm Center to further discuss and plan development of agriculture technology curriculum between the two teaching institutions with classroom/field experience taking place at the farm with classes anticipated to begin this fall.
- Set up two-day series of meetings between staff and group sales consultant, Randy Thomas to discuss targeted corporate and organizational marketing.

Communications –

Denise Semion

- Staff is working with *Macomb Now* magazine on a story on Lake St. Clair Metropark for its summer edition, and working with Macomb County's *Make Macomb Your Home* initiative, which includes photos of Lake St. Clair, Stony Creek and Wolcott Mill Metroparks on their new website.
- Media coverage of events and programs this month includes a feature story in the Detroit Free Press on what's new at the Metroparks, with photos of the first campers at Lower Huron's new campground, several stories on Mother's Day activities, etc.
- The May Valpak coupon was sent to 100,000 homes, and the Tennis and Golf Company catalog, with a golf coupon, was delivered to 16,000 homes. The Metroparks gained 1,400 new email addresses through the Carl's Golfland marketing campaign and another 1,200 emails through the Metroparks membership in the Municipal Golf Trail through MRPA.

Marketing –

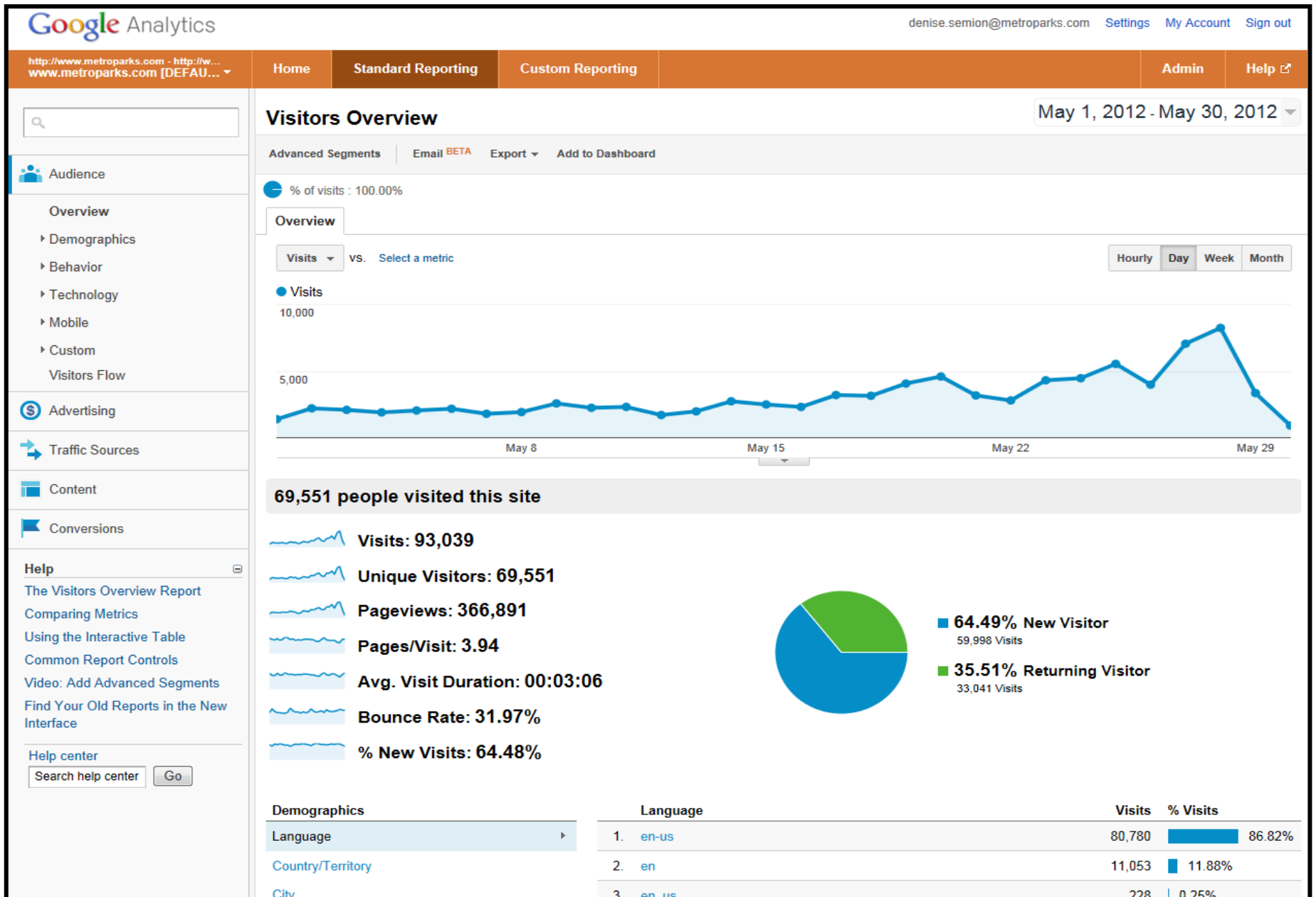
Kassie Kretzschmar

- Working on the event details and execution of the WCSX June 23 Blues, Brews & BBQ event at Lake St. Clair Metropark. The event includes live music, BBQ vendors, a beer tent for charity, and live broadcasts all day on WCSX from Noon- 9pm.
- Continue to work on event details for the July 28 WRIF "Beach Bash" at Lake St. Clair Metropark which will include a national band/act and TV Reality star. The event will include live music, food vendors, a beer tent for charity and live radio broadcasts all day.
- Finalizing the plans for the 2013 FLW Bass Tournament event we are hosting at Lake St. Clair Metropark along with Macomb County. Attended more meetings this month regarding the event details etc.
- The Costco in-store HCMA promotion is in its final stages. The in-store displays are in production and the HCMA park pass and gift card package should be in Costco stores by June 15 if all proceeds as planned. The program is expected to run June, July, and August 2012.
- Finalized the Dunkin' Donuts Passport to the Metroparks promotion that runs June thru August. Dunkin' Donuts is promoting this in: 700,000 Michigan household direct mail piece; 100,000 promotional flyers to be handed out at Detroit Tiger games and other Dunkin' Donuts events; 100 lawn signs posted at all the Dunkin' Donut store locations and they provided the Authority with 40 lawn signs for the parks and 65,000 promotional flyers to be handed out at park toll booths. Dunkin' Donuts is also kicking off this promotion at one of its locations June 1 with a press announcement event.
- Secured the Michigan Humane Society Mega March dog walk event for Oct. 8, 2012 at Kensington.
- Trying to set up a Blues/Jazz concert event at Hudson Mills between July 18 – 21; waiting for sponsor feedback.

Communications Monthly Report May 2012

Activity Type	Activity	Park/Center
Advertising	Tennis and Golf Company catalog featuring Metroparks golf ad and coupon was delivered to 16,000 homes.	Multiple parks
	WHMI Golf Galore Giveaway gift cards.	
Miscellaneous	Facebook - over 5,600 followers.	AO
	Staff participated in the Health & Fitness Fair at L3 Warrior Systems EO Tech in Ann Arbor.	
Interpretive	Interpreters presented programs to 900 third grade students from Livingston County for Agriculture Awareness Day/Project RED at Fowlerville Fairgrounds.	Hudson Mills
	Interpretive staff presented at the Monroe County Scout-o-rama event.	Oakwoods
	Mobile Learning Center, Lake St. Clair and Stony Creek interpretive staff gave presentations on Michigan amphibians, waterfowl and mammals at the Rouge River Water Festival at the University of Michigan-Dearborn, the Lake St. Clair Water Festival at Macomb Community College, the Clinton River Water Festival at Oakland University, and the Detroit River Water Festival held along the Detroit River waterfront.	Multiple parks
News Release	Beat the heat: Metroparks filled to capacity this Memorial Day.	Multiple parks
	Buildings temporarily closed due to water main shut off.	Lake Erie
	Huron-Clinton Metroparks: Regional park system brings new events, facilities and fun to Southeast Michigan.	All parks
	Mother's Day Weekend: Make it Memorable at a Metropark.	Multiple parks
	Reconnect with nature at Indian Springs Metropark writing workshops.	Indian Springs
	Spring's a sheer delight at Wolcott Mill Metropark Fair.	Wolcott Mill
	Stony Creek Metropark expands disc golf course.	Stony Creek
	Tee up for Super Golf Day at the Huron-Clinton Metroparks.	All parks
	Tough competition expected at disc golf tournament at Kensington Metropark.	Kensington
	Try Yoga at Lake St. Clair Metropark.	Lake St. Clair
Online Store	Online store generated \$1,884 in sales, with 36 Annual Permits, 1 Annual Boat Permit, 2 HCMA/Oakland County Joint Permits and \$330 in gift card sales.	AO
Website	More than 2,300 Metropark website visitors requested to join our email list during the month.	AO

May Google Analytics





Meeting of June 7, 2012

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: Monthly Statistics
Date: May 31, 2012

The monthly park statistics report will be available for distribution prior to the June Board meeting.