- **1.** Chairman's Statement
- **2.** Public Participation
- 3. Approval November 21, 2017 Special Meeting Minutes
- 4. Approval December 14, 2017 Full Agenda

Consent Agenda

5. Approval – December 14, 2017 Consent Agenda

- a. Approval November 2017 Financial Statements and Payment Registers
- b. Approval November 2017 Appropriation Adjustments pg. 1
- c. Approval 2017 Tax Levy Adjustments pg. 5
- d. Approval Recommended 2018 Fund Balance Designation pg. 7
- e. Approval Wayne County Annual Maintenance Permit pg. 9
- f. Approval 2018 Property and Liability Insurance Renewal pg. 17
- g. Report Purchases over \$10,000 pg. 19
- h. Report Black Creek Marsh Restoration, Lake St. Clair Metropark pg. 21

Regular Agenda

6. Approval – 2018 Budget and Resolution pg. 27

7. Reports

- **A.** Administrative Department
 - 1. Approval First Amendment to Skips Canoe Livery Agreement pg.43
 - 2. Annual ERP Software Service Contract pg. 49
- **B.** *Planning Department*
 - 1. Report Draft Master Plan, Indian Springs Metropark pg. 83
 - 2. Approval Ralph C. Wilson, Jr. Fund Grant Application, Stony Creek Metropark pg. 135
- C. Engineering Department
 - 1. Bids Golf Course Cart Path Repairs, Indian Springs Metropark pg. 141
 - 2. Bids Sidewalk Repairs, Willow and Lake Erie Metroparks pg.145
- 8. Closed Session for the purpose of discussing material, which is exempt from discussion or disclosure under the Freedom of Information Act, this is a permissible purpose for closed session pursuant to Section 8(h) of the Open Meetings Act.
- 9. Other Business
- 10. Staff Leadership Update
- 11. Commissioner Comments
- **12.** Motion to Adjourn

The next regular Metroparks Board meeting will take place <u>Thursday, Jan 11, 2018</u> – <u>10:30 a.m.</u> Administrative Office



To:Board of CommissionersFrom:Rebecca Franchock, Supervisor of Budgeting and PayrollSubject:Approval – November Appropriation AdjustmentsDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve the November 2017 Appropriation Adjustments as recommended by Supervisor of Budgeting and Payroll Rebecca Franchock and staff.

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

For November, \$271,297 represents funds transferred between accounts within and between the departments to cover over budget accounts or to move funds to the correct account. There is no net impact on Fund Balance. The result of these changes can be seen by Accounting Function and Location in the attached chart.

Attachment: November 2017 Appropriation Adjustments

Huron-Clinton Metropolitan Authority November 2017 Appropriation Transfer Summary

Expense Accounts

Location		Increase		D	ecrease	Di	fference
Capital Improvements							
Administrative		\$	-	\$	8,906	\$	(8,906)
Lake St. Clair			-		3,448		(3,448)
Kensington			53,906		29,129		24,777
Lake Erie					29,000		(29,000)
	Total	\$	53,906	\$	70,483	\$	(16,577)
Major Maintenance							
Stony Creek		\$	12,420	\$	5,000	\$	7,420
Wolcott Mill		Ŧ	5,000	Ŧ	-	Ŧ	5,000
Indian Springs					12,420		(12,420)
	Total	\$	17,420	\$	17,420	\$	-
Operations							
Lake St. Clair		\$	25,578	\$	23,130	\$	2,448
Kensington			31,379		10,600		20,779
Lower Huron/Willow/Oakwoo	ods		19,000		10,000		9,000
Hudson Mills/Dexter/Delhi			3,700		5,200		(1,500)
Stony Creek			63,440		63,440		-
Lake Erie			2,000		3,000		(1,000)
Wolcott Mill			8,400		8,400		-
Indian Springs			31,030		31,780		(750)
Huron Meadows	-	•	200	•	200	•	-
	Total	\$	184,727	\$	155,750	\$	28,977
Administrative Office							
Administrative		\$	15,244	\$	27,644	\$	(12,400)
	Total	\$	15,244	\$	27,644	\$	(12,400)
Total Expense	•	\$ 2	271,297	\$	271,297	\$	-



HURON-CLINTON METROPOLITAN AUTHORITY

To:Board of CommissionersFrom:Rebecca Baaki, Chief AccountantSubject:Approval – 2017 Tax Levy AdjustmentsDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the 2017 Tax Levy Adjustments to increase the current year receivable balance; and (2) write-off 2011 Delinquent Personal Property tax receivable balances as requested by Chief Accountant Rebecca Baaki and staff.

Fiscal Impact: As a result of this review the tax levy receivable and associated budgeted revenue will be increased. The net fiscal impact is an expected increase in fund balance of \$72,957.67.

Background: At the start of each budget year, the Metroparks establishes a receivable account for the current year's tax levy. Since 2008, the Metroparks has been estimating the amount of taxes that will be captured locally under various tax abatement programs or adjusted downward by Board of Reviews. For the 2017 Budget, the Metroparks initial levy was \$30,002,724 with estimated captured taxes of \$770,000 producing a "net" tax receivable balance of \$29,232,724. As tax payments are received during the year, they are applied to reduce the tax receivable balance.

Prior to year end, it is necessary to reconcile the differences between the Metroparks and County accounting records. During the past several months, staff has been working with various representatives of the five-county treasurer's offices to obtain information on the many 2016 tax levy adjustments from local tax abatement programs, Board of Reviews, Tax Tribunals, etc. In total, the actual tax levy adjustments reported by county treasurer's offices are \$675,577.36 compared to the Metroparks estimated adjustments of \$770,000. This results in a net tax levy receivable increase or write-up of \$94,422.64 as summarized below.

County		Estimated Tax Adjustments				-	t Tax Write lp/(Down)
Livingston	\$	30,000.00	\$	24,596.38	\$	5,403.62	
Macomb Oakland		20,000.00 300,000.00		11,983.89 250,732.68		8,016.11 49,267.32	
Washtenaw		70,000.00		83,339.83		(13,339.83)	
Wayne		350,000.00		304,924.58		45,075.42	
Totals	\$	770,000.00	\$	675,577.36	\$	94,422.64	

At this time, it is appropriate to reduce the Metroparks tax receivable balances for uncollected delinquent 2011 personal property taxes as collection of these taxes are very unlikely. Macomb and Oakland Counties have sent Circuit Court Judgements striking these taxes from the tax rolls. Although staff does not receive copies of circuit court judgements from Livingston, Washtenaw, or Wayne Counties, it is consistent to also write off their 2011 receivable balances as well. The total tax receivable balances to write-off for all five counties is \$21,464.97

Between the 2016 tax levy adjustments due to the current year reconciliations and the write off of the 2011 and the prior year's personal delinquent balances, the net increase to the Metroparks tax receivable balance totals \$72,957.67. The net impact of these tax levy adjustments is an increase to the Metroparks Fund Balance.

5-d Meeting of December 14, 2017 HURON-CLINTON METROPOLITAN AUTHORITY

METROPARKS THE

To:Board of CommissionersFrom:Rebecca Franchock, Supervisor of Budget and PayrollSubject:Approval – Recommended 2018 Designation of Fund BalanceDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve the above Fund Balance Commitments and Assignments for 2018 in accordance with Governmental Accounting Standards Board Statement No. 54 as recommended by Supervisor of Budget and Payroll Rebecca Franchock and staff.

Background: In March 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund-type Definitions*. The objective is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that comprise a hierarchy based primarily on the extent to which a governmental entity is bound to observe constraints imposed on the use of the resources.

- Restricted fund balance results from externally imposed constraints put on resources.
- Committed fund balance represents amounts that have been formally set aside by the Commission for use for specific purposes. Commitment are made and can be rescinded only via resolution of the Commission.
- Assigned fund balance represents an intent to spend resources on specific purposes expressed by the Commission or person authorized to make those assignments. An assignment is less restrictive than a commitment.

The following are estimated amounts recommended for the 2018 designation of Committed and Assigned Fund Balance as required under GASB 54.

Restricted Fund Balance: Lake St. Clair Marina (Grant Requirement) Hudson Mills Canoe Livery (Contract Requirement)	\$ 347,352 \$ 7,399
Committed Fund Balance: Land Rate Stabilization Fund	\$5,403,900 \$ 590,000
Assigned Fund Balance: Planned Use of Fund Balance Compensated Absences (Sick and Vacation) Encumbrances	\$7,200,000 \$3,900,000 \$ 725,000



To:Board of CommissionersFrom:Nina Kelly, Manager of PlanningSubject:Approval – Wayne County Annual Maintenance PermitDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve the resolution authorizing Tim Phillips, Park Planner, to execute the Wayne County Annual Maintenance Permit A-18088 as recommended by Manager of Planning Nina Kelly and staff.

Fiscal Impact: There are no fees associated with this permit.

Background: The Annual Maintenance Permit is a standing permit with Wayne County to occupy the right-of-way of County roads in order to remove, replace, and/or repair Metroparks signage.

The Planning Department facilitated a pathfinder signage update project throughout the fivecounties the Metroparks service in 2015-2016. The 2018 Annual Maintenance Permit will continue to enable HCMA to address any damage to pathfinder signs within the Wayne County road right-of-way on an as-needed basis.

If this resolution is approved by the Board of Commissioners, the Metroparks will be required to submit the following to the Wayne County Department of Public Services Permit Office:

- Certified copy of the resolution
- Original permit executed by the individual authorized by resolution
- Copy of HCMA Certificate of Insurance consistent with County requirements

Attachments: 2018 Permit Work Order Request Board Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, Mi 48184,	South the second s		PERMIT No. A-18088	
PHONE (734) 595-6504 FAX (734) 595-6356	E HO		ISSUE DATE	EXPIRES 12/31/2018
72 HOURS BEFORE ANY CONSTRUCTION. CALL Floyd Spann (734) 595-6504, Ext: 2009 FOR INSPECTION	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN		REVIEW No.	WORK ORDER 79394
Torrinor Eorioit	PERMIT TO CONSTRUCT, OF	LIMIE, OUL MIDIOTING MILLION		
ROJECT NAME HURON-CLINTON METROPOLIT/	AN AUTHORITY - MAINTENANCE			
RO.IFCT NAME			CITY/TWP WAYNE COUNTY	,
ROJECT NAME HURON-CLINTON METROPOLIT/ LOCATION		CONTRACTOR		/
ROJECT NAME HURON-CLINTON METROPOLITA LOCATION VARIOUS	AN AUTHORITY - MAINTENANCE			·
ROJECT NAME HURON-CLINTON METROPOLIT/ LOCATION VARIOUS ERMIT HOLDER HURON-CLINTON METROPOLIT/ 13000 HIGH RIDGE DR	AN AUTHORITY - MAINTENANCE			· · · · · · · · · · · · · · · · · · ·

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		
PLAN REVIEW FEE	\$0.00		PLANS APPROVED BY DATE PLANS APPROVED
PARK FEE	\$0.00		1/1/2018
OTHER FEE	\$0.00		1/1/2010
BOND	\$0.00		REQUIRED ATTACHMENTS
INSPECTION DEPOSIT	\$0.00		GENERAL CONDITIONS
OTHER BOND	\$0.00	LETTER OF CREDIT DEPOSITO	SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
TOTAL COSTS	\$0.00		INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION
TOTAL CHECK AMOUNT			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
	\$0.00	l.	www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER	DATE		
	1/1/2018	1	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)
			n, a Permit is hereby issued to the above named to Construct, Operate, Use and/or shall be accomplished in accordance with the Approved Plans, Maps, Specifications well as any Required Attachments are incorporated as part of this Permit.
		WAYNE	COUNTY DEPARTMENT OF PUBLIC SERVICES

TIM PHILLIPS PERMIT HOLDER / AUTHORIZED AGENT	DATE		PREPARED BY
<blank> CONTRACTOR / AUTHORIZED AGENT</blank>	DATE	VALIDATED BY Ms. Janice Clarke	DATE

5-0-1

Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current <u>Wayne County Statudard Plans for</u> <u>Permit Construction</u>, included as an attachment to this permit, the <u>Wayne County Statudard Plans for</u> <u>Permit Construction</u>, and the <u>MDQT Statudard Specifications for Construction</u>, as modified by WCDPS Special Provisions, and other WCDPS specifications can system which occurs as a result of the construction, operation. use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications and by the Permit Holder as directed and approved by the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess performance by the County, the excess performance by the county count of the permit. The excess performance by the County is provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

- 1. To the extent allowed by law, the Permit Holder shall indemnify, hold harnless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harnless provision must not be construed as a waiver of any governmental immunity by the County.
- 2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, succontractors, agents of the Municipality. This hold hamiless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

- The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
- The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "<u>MISS DIG</u>", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
- 3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current <u>Manual on Uniform Traffic Control Devices</u> (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MUOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Pernit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Holder, the vert that a suspension of work will be protected or that the work will not be completed by the Permit Holder, shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablislument of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way. County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current <u>MDOT Standard Specifications For Construction</u> as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



Wayne County Department of Public Services Engineering Division – Permit Office Scope of Work and Conditions Attachment

For Annual Municipal Maintenance Permits

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

- 1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
- 2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

- 1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
- 2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
- 3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

<u>Sidewalk</u>

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

- 1. Street sweeping shall be performed during daylight hours only.
- 2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

- 1. A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
- 2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
- 3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits.*
- 4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



Wayne County Department of Public Services Engineering Division – Permit Office Indemnity and Insurance Attachment

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

MODEL COMMUNITY RESOLUTION AUTHORIZING EXECUTION OF WAYNE COUNTY PERMITS

Resolution No. 2017-09

At a Regular Meeting of the <u>Huron-Clinton Metropolitan Authority</u> on <u>December 14, 2017</u>, the following resolution was offered:

WHEREAS, the <u>Huron-Clinton Metropolitan Authority</u> (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 et seq., the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit, which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	<u>Title</u>
Timothy J. McCarthy	Chairman Huron-Clinton Metropolitan Authority Board of Commissioners
Michael Reese	Acting Director Huron-Clinton Metropolitan Authority
	I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of the <i>Huron-Clinton Metropolitan Authority</i> , County of

By:___

Bernard Parker, Secretary

Wayne, Michigan, on December 14, 2017.



To:Board of CommissionersFrom:Randy Rossman, Human Resources ManagerSubject:Approval – 2018 Property and Liability Insurance RenewalDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve the suggested renewal for the 2018 property and liability insurance with the Michigan Municipal Risk Management Authority (MMRMA) as recommended by Human Resources Manager Randy Rossman and staff.

Fiscal Impact: The renewal premium is included in the 2018 recommended budget.

Background: Since Jan. 2, 2013, The Metroparks have participated in a self-insured risk pool for property and liability insurance with the Michigan Municipal Risk Management Authority (MMRMA). The program provides for a \$15,000,000 liability coverage limit with a \$75,000 per claim self-insured retention level, a \$15,000 per vehicle/\$30,000 per occurrence on vehicle physical damage, property and crime deductible of \$1,000 and an annual cap on deductible expenses of \$255,000.

Based on the results of MMRMA's assessment of Metroparks operations and claims exposure, renewal rates for 2018 came in with an annual premium of \$672,514 including \$255,000 stop loss coverage. This is a \$22,082 reduction from the \$694,596 premium in 2017.

The Metroparks are also required to deposit an additional \$50,000 into the Member Self Insured Retention (SIR) Fund. These funds, which earn interest, are used to pay deductibles and losses that fall within the self-insured retention layer.

As MMRMA members, the Metroparks participates in the MMRMA's member net asset distribution program. The Metroparks received a payment from the distribution program in the amount of \$44,799 in December 2016 and staff expects a payment in the amount of \$90,568 in December 2017.

In addition, the Metroparks participates in the MMRMA Risk Avoidance Program (RAP). RAP provides grants for reimbursement of 50 percent of expenses up to \$50,000 for employee training, projects, equipment and services that reduce liability exposure. In 2017, the Metroparks received \$7,500 in reimbursements for a Taser Alternative Force grant.

MMRMA staff also provides safety inspections and direction to staff on loss prevention initiatives and policies.

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To:Board of CommissionersFrom:Michael Reese, Acting DirectorProject Title:Report – Purchases over \$10,000.00Date:December 7, 2017

Action Requested: Motion to Approve

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

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

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

	<u>Vendor</u>	<u>Description</u>	<u>Price</u>
1.	Thumb Communication Services	Installation of 55 network jacks for Krono's time clocks	\$12,100.00
2.	Big Water Technologies	Support for ShoreTel phone system	\$10,560.75



To:Board of CommissionersFrom:Ryan J. Colliton, Manager of Natural Resources and Regulatory ComplianceSubject:Report – Black Creek Marsh RestorationDate:December 7, 2017

Action Requested: Motion to Receive and File

That the Board of Commissioners' receive and file the Black Creek Marsh Restoration report as recommended by Ryan J. Colliton, Manager of Natural Resources and Regulatory Compliance, and staff.

Fiscal Impact: There will be no fiscal impact to the capital improvement project 50215.665. All cost will remain the same.

Background: Due to environmental conditions of the coastal marsh at Lake St. Clair Metropark, ASTI Environmental, the contractor for the project, approached staff to revisit site plans.

The water levels at Lake St. Clair is too low to keep barges afloat in an 8-foot channel as originally designed. Therefore, the contractor has proposed widening the channels to 16-feet to allow enough water to float the barge. To maintain the permitted cubic yardage this will require a reduction in the linear feet of channels. The locations and size of pools will remain the same and all pools will be accessible by channels.

Despite this change to the design all stated goals for this project should still be met. As previously reported to the board they are: (1) improve fish and wildlife habitat, specifically, shallow spawning habitat for northern pike and yellow perch, which are habitat limited to the development coastal wetlands they rely on for spawning; and (2) provide water based recreation for patrons of Lake St. Clair Metropark.

All permitting and funding agencies have been notified and have approved of these changes.

Attachment: Original Channel Pool/Design Map New Channel/Pool Design Map



ASTI File 9171	DATE: 6/10/2016 SHEET: 1 of 2	-			
Revisions:	GIS/CADD: JMD	•		31300 Metropolitan Parkway	
	CLIENT: Huron-Clinton Metropolitan Authority		Black Creek Marsh Restoration	Hamison Tanadia M	Environmental
	PM: DCM			Harrison Township, MI	
	CHECKED: DCM			-	Beightens Office Detentis Office Cound Republic Office 10140 Constract Dr., Smitz 200 30 West Adams Aree, Saint 200 800 Canada West Parker Spitzer 201 Beightens MI 9020 Detentis MI 00 Canada West Parker 201 Detentis MI
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To:Board of CommissionersFrom:Rebecca Franchock, Supervisor of Budget and PayrollSubject:Approval – 2018 Budget and ResolutionDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve the 2018 Budget Resolution as recommended by Rebecca Franchock and staff.

Fiscal Impact: The 2018 general fund budget makes use of \$7.2 million of fund balance.

Background: There have been significant revisions to the preliminary 2018 budget that was presented to the Board at the Nov. 9, 2017 meeting because of a review by finance and the executive staff. Overall, revenues have increased by \$2.0 million and expenditures have decreased by more than \$800,000. The net result of the changes is a decrease to the planned use of fund balance by \$2.8 million.

The budget presented has been reviewed and are recommended by staff. Additional adjustments to these numbers may be discussed based upon input from members of the Board. Details and the full impact of these potential changes will be presented at the December budget hearing based on direction from the Board.

Overall Trends

Budgeted 2018 revenues are planned to increase by \$1.1 million (2.1 percent) to \$53.7 million from the estimated 2017 revenue of \$52.6 million. This is primarily the result of additional grant revenue. Budgeted operating revenue is anticipated to increase by 1.4 percent. Rates and charges are primarily flat. More normal spring and summer weather are hoped to produce improvements at the aquatic facilities as well as general tolling revenue.

Budgeted 2018 expenditures are scheduled to increase by \$2.4 million (4.1 percent) from the estimated 2017 total of \$58.5 million to \$60.9 million. All categories of expenditures are increasing with the exception of capital equipment, which is budgeted to decrease by \$800,000 to just over \$2 million. This decrease is more than offset by an increase in capital improvement projects of \$1.6 million.

Major maintenance is scheduled for a 13.8 percent increase, up from \$2.5 million to \$2.8 million. Park Operations is planned to increase by 2 percent from \$33.9 to \$34.5 million. The Administrative Office is budgeted to increase by \$500,000 (5.6 percent increase), up from \$9.8 million up to \$10.3 million.

	2016	2017	2017	2018
	Actual	Amended	Estimated	Proposed
	Budget	Budget	Actual	Budget
Revenues				
Administrative				
Tax Revenue	\$29,246,499	\$ 30,735,601	\$30,723,300	\$31,146,230
Grant Revenue	76,182	1,133,805	1,005,000	1,930,000
Development Revenue	10,915	121,187	111,035	200,000
Interest Revenue	287,928	250,000	250,000	250,000
Sale of Capital Assets Other	319,165	270,000	642,420	250,000
Other	339,905	22,375	300,700	67,375
Park Operations				
Operating Revenue	20,130,849	19,796,264	19,457,418	19,851,374
Development Revenue	119,759	111,738	119,143	7,190
Total Revenues	\$50,531,202	\$ 52,440,970	\$52,609,016	\$53,702,169
Expenditures				
Administrative Office	\$ 7,371,708	\$ 10,474,473	\$ 9,791,361	10,337,841
Park Operations	32,622,291	35,286,169	33,856,847	34,538,907
Major Maintenance	1,926,211	4,556,699	2,481,339	2,823,520
Capital				
Equipment	3,089,427	3,492,893	2,834,335	2,043,245
Improvement Projects	4,159,886	16,008,663	9,560,440	11,171,150
Land	5,056	-	2,500	-
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Total Expenditures	\$49,174,579	\$ 69,818,897	\$58,526,822	\$60,914,663
Increase (Use of Fund Balance)	\$ 1,356,623	\$ (17,377,927)	\$ (5,917,806)	\$ (7,212,494)

Fiscal Sustainability

Like many municipalities, the Metroparks have recognized that the reduction of property values triggered by the Great Recession continues to have long-term impacts on our fiscal sustainability. Property tax revenue remains the single largest source of funding for the Metroparks (58 percent). Improvement in property values has helped return some growth to this revenue source, but has also triggered further erosion to the millage rate.

The Metroparks have worked to improve revenue generation in other areas with some success. A decade ago the Metroparks system was reliant on property tax revenue for 68 percent of total revenue. The focus to improve this ratio has been three pronged by (1) marketing to increase awareness of the Metroparks; (2) donor and grant development support; and (3) increases to fees and charges.

To achieve fiscal sustainability, the Metroparks must generate an operating surplus that produces enough funds to cover the capital cost of maintaining and replacing the capital infrastructure and equipment required. The data below shows how this equation has evolved over time:

2007 – 2009 Pre-recession: The Metroparks average capital demand was equal to the average operating surplus.

Average Capital	\$11.8 million
Average Operating Surplus	<u>\$11.8 million</u>
Balanced	- 0 -

2012 – **2014**: The Metroparks made conscientious cuts to capital, full-time staffing levels, operating expenditures to live within the reduced funding and by developing a larger fund balance to buy time to right size infrastructure and develop alternative revenue sources.

Average Capital	\$5.6 million
Average Operating Surplus	<u> \$6.2 million</u>
Surplus	.6 million

2016 – 2018: The Metroparks have made improvements to operating revenue and donor support; however, the organization has also increased capital and operating expenditures. Full-time staffing has increased (although still below peak levels).

Average Capital	\$11.0 million
Average Operating Surplus	<u> </u>
Deficit	(5.0 million)

Even if the Metroparks were to reduce 2018 capital expenditures by \$3 million to reflect anticipated carry-over to 2019, the resulting average deficit would still be \$4 million annually.

General Revenue Trends

As noted above, Metroparks have worked to adjust the ratio of funding sources, which is reflected in the graph below:



These snapshots taken five years apart demonstrate the changes to Metroparks funding sources. The property tax revenue decline from 2008 to 2013, and the subsequent increase in operating revenue from 2013 to 2018, primarily supported by tolling fee increases in 2015 and again in 2016.

Donor support has doubled, but is still a relatively minor source of revenue. The Metroparks continues to look for other opportunities to achieve its goal of fiscal sustainability.

Operating Revenue Trends

Within park operating revenue, the major categories include: (1) Aquatics Facilities; (2) General; (3) Golf; and (4) Tolling. Rate increases occurring in 2015 (annual permits only) and 2016 (daily and annual permits) have driven the majority of increased operating revenue trends seen below.

Reviewing funds generated by golf, they are fairly stable within the range of \$3 million to \$3.5 million. A great deal of effort has been made to bolster the operating results from the Metroparks seven regulation and par three golf courses. Consultants, increased course management and in 2017 a full-time Golf Services Manager was added. In that same year, the decision was made to close Wolcott Golf Course and the Lower Huron Par Three Golf Course.

The intent of the additional investment in staff costs, has been to increase use of the existing golf facilities where the Metroparks have made major invests over the past several years. The results have been mixed.



Weather continues to be a major factor in park usage and therefore park operating revenue generated. Aquatic facilities already have a limited season in the southeast Michigan climate and are especially sensitive to weather. The weather in 2016 was ideal and the increased use of aquatic facilities reflected this weather trend. The much cooler temperatures during the summer of 2017 resulted in a significant drop in revenue generated at Metroparks aquatic facilities.

General Expenditure Trends

Total Metropark expenditures since 2013 have grown from \$43.1 million to 2018 expenditure budget total of \$60.9 million. The majority of this \$17.8 million of growth has occurred between the 2016 actual of \$49.2 million and 2017 expenditures estimated at \$58.5 million. Expenditure growth in 2013 through 2015 averaged a 3 percent annual increase. The 2018 budget expenditures return to more modest growth levels at 4 percent overall.

Focusing on individual expenditure functions, park operations, the largest category, has grown by \$6 million over this time frame, up 20.9 percent with average annual growth of \$1.2 million (4 percent). Administrative Office costs have shown significant variances, from a 5 percent reduction in 2015 to a 33 percent growth in 2017. This function reflects management decisions to revise both full and part-time staff levels in many departments including, Finance, Information Technology, Fund Development, Human Resources, Engineering, Planning, Marketing, Graphics and Natural Resources.



Major Maintenance expenditures have shown a larger percentage growth than any other category. Ranging from a low of \$640,000 in 2013 to a high of \$2.8 million in the 2018 budget. Increasingly, major maintenance work is performed to allow capital assets to continue to serve their purpose for the maximum life. This is especially evident in the renovations of comfort stations and other facilities that has been a priority in recent years. Caulking, painting, roofing and paving work has also been important. In recent years, annual vegetation management projects throughout the parks have received funding as well.

Capital Equipment purchases over this time frame have ranged from a low of \$1.2 million in 2014 to a high of \$3.1 million in 2016. Significant replacement of capital equipment took place during 2016 and 2017. The hope is that moving forward, a more stable capital equipment budget at or under \$2 million will be maintained. Capital Improvement projects by their nature may vary significantly from year to year. A large project such as Stony Creek Landing that is currently underway may take multiple years to design, bid and construct and would theoretically last 50 or more years.

One way to analyze how we are keeping up with capital might be to compare the amount of annual depreciation calculated on the depreciable assets to the investment occurring on an annual basis. In the 2016 Comprehensive Annual Financial Report (CAFR) the total assets that depreciated are valued at \$202.5 million. The annual depreciation on these assets totaled \$6.0 million. Based on this, the investment of \$11.2 million seems too high.

Three factors indicate why this measure understates the amount of capital expenditure needed:

- 1. The depreciation is in dollars that have more value than today's dollars. In other words, it takes more of today's dollars to buy the same amount of building than it did 30 or more years ago.
- 2. in addition to real inflation, there is an inflationary trend in what staff feels the public is asking for. For example, the Lower Huron and Willow Pool replacements a few years ago, resulted in significantly different assets both in terms of capital investment as well as maintenance and staffing.
- 3. Not all capital assets are depreciable; approximately 15 percent of all capital assets are not depreciable assets.

While historically we know that the average capital in the 10 years preceding the impact of the Great Recession averaged \$8.2 million, the five years preceding 2010 were \$8.9 million, an increase of 8.5 percent. Presumably without the forced reduction in spending the amount would have continued to grow due to general inflationary trends to an average of \$10.4 million for the current five-year period, which is not far off from the \$11.2 million in the 2018 budget.

Exploring the trends for Operation and Administration expenditures by group of accounts is illustrated in the following chart. The largest expense for the Metroparks relates to full-time staffing, followed by part-time staffing. For the first three years of this period full-time wages were stable as full-time equivalent for full-time staff was reduced from 196 to 190. The 2018 budget includes funding for just under 204 full-time positions. This is reflected in the increase in expense of \$2.9 million, an average annual increase of \$580,000 or 2.7 percent.

Part-time staff costs have grown more significantly over this time-frame. The average annual increase is just under \$700,000 or 12.5 percent. This is partly due to an increase in staff/hours and partly due to increased rates driven by legislation for increases to minimum wage and increases to maintain competitiveness in the marketplace. Another minor factor has been the use of part-time professionals. Primarily in the Administrative Office, the Metroparks have engaged professional/degreed staff to accomplish needed technical work.

Most other account groups have remained fairly stable with two notable exceptions. The first being equipment and tools. With the increase in the capitalization limit to \$5,000, golf carts are now expensed when purchased. This has resulted in an increase annually in the range of \$400,000. The other account that has seen a significant change is the outside services account.

The increase in this area is primarily driven by much of the same type of work that has driven the increase in major maintenance. In the Metroparks efforts to catch up on deferred maintenance while provide the user with an excellent experience, a great deal of work has been performed and continues to be performed on our facilities. A portion of this work falls below the \$10,000 threshold for Major Maintenance and is expensed in operations.

Costs in this area have increased over the past five years from \$2.1 million in 2013 to an anticipated \$2.8 million in the 2018 budget. Using outside contractors has allowed the Metroparks to accomplish these updates/repairs much faster than relying on internal staff to accomplish them and in some cases outside contractors have needed equipment/expertise the Metroparks do not have.



2018 Recommended Budget

The 2018 General Fund Budget has been developed during a time of transition for Metroparks. The guiding principles for this year's budget were to work to meet Metroparks organizational mission and goals while not steering too far from the existing organizational structure. This has resulted in budgeting for all existing full-time positions for the entire year, although some remain vacant and will likely not be filled for at least a few months.

Staff was encouraged to use their knowledge and experience to guide the budget development. The Metroparks is blessed with experienced, knowledgeable people and making full use of this valuable resource is critical. For 2018 budget development, staff was directed to work to keep planned part-time hours at or below the 2017 budgeted level.

For the most part, this was feasible and accomplished. Staff also paid close attention to both full-time and part-time overtime hours. In many cases, staff's experience allowed them to reduce the budget planned for these accounts. Revenues have been projected in anticipation of "typical" weather while staying on the conservative side. Rates for fees and charges are primarily flat.

A good budget is reflective of an organizations goals and objectives. Important organizational challenges/goals that were discussed at a recent Board meeting was a good source of information to help guide the budget. Although the 2018 General Fund Budget was in the latter stages of development at the time of this meeting.

Mission

In general, the 2018 budget works to accomplish the three legs of the Metroparks mission of recreation, education and stewardship by adequately funding the expenditures to continue to operate the 13 Metroparks providing safe, clean facilities, trails and open spaces to improve the quality of life for the residents of southeast Michigan. Other goals are also supported with the funding outlined in the 2018 General Fund Budget.

Supporting the inclusion of individuals with diverse backgrounds, in the parks is supported in programs such as the Metroparks "Get out and Learn." This program facilitated primarily by the interpretive staff, is designed to maximize the out-reach to underserved youth throughout the five-county Metroparks region.

Funding for \$120,000 for transportation costs is included in the Administrative Interpretive budget. Another effort included in the 2018 budget is the completion of an ADA accessible fishing dock at Lake St. Clair Metropark. This grant funded capital improvement project provides the only fully-accessible fishing access in a 36-mile stretch of shore along Lake St. Clair.

Environmental Stewardship remains a core goal of the Metroparks. The 2018 budget contains funding for more than \$19,000 of outsourced prescribed burns throughout the Metroparks. This is in addition to prescribed burns that are performed by the Natural Resource Crew at many locations.

For 2018 the Natural Resource department is focusing on follow-up treatment to areas that have previously been treated with mechanical removal of invasive plants and shrubs. This focus is needed to prevent return of invasive species and will yield improved habitat.
In 2018, the Metroparks will have conducted deer management for 18 years. This \$65,000 program, although controversial at its inception, has helped keep the deer herd in balance, visible yet not overwhelming the available resources.

The Metroparks police department in conjunction with volunteer groups and the Natural Resources department perform controlled hunts based on the results of annual deer counts conducted via helicopter. Through December 2016, this program has also supplied 130,000

pounds of venison to soup kitchens providing 413,000 meals throughout the region with financial support from Hunters Against Hunger.

Fiscal sustainability is also an important goal of the Metroparks. The 2018 general fund budget makes planed use of \$7.2 million of fund balance. This is \$1.3 million more than is estimated to be used in 2017, bringing the total use of fund balance for the two years to \$13.1 million or 32 percent of the 2016 fund balance.

This will bring the total fund balance down to \$27.8 million from the 2016 balance of \$40.9 million. This level of work is possible due to the systematic build-up of fund balance over the past several years, however it is not sustainable. Further difficult work will be needed to guide the Metroparks as staff works to reach this goal.

General Revenues

Overall, revenue generated in 2018 is planned to total \$53.7 million. Consistent with past history, property tax revenue will generate the largest component at \$31.1 million, followed by park operating revenue planned to reach \$19.9 million. Significant revenue is also expected from grant revenue scheduled for a total of \$1.9 million. All other revenue sources, are anticipated to total just under \$800,000.

Tax Revenue

As noted, tax revenue produces most of the Metroparks funding (58 percent). The Metroparks enabling act provides for a quarter mill levy on property in the five counties of Livingston, Macomb, Oakland, Washtenaw and Wayne. The millage rate for 2018 has been reduced by the Headlee calculation from .2146 to .2140. This is the first decrease in the millage rate in 12 years.

Funding has also been included in the 2018 budget for anticipated funding from the state of Michigan related to reimbursement for Industrial Personal Property Tax legislation. The result of this legislation is a potential reduction of \$1.2 million in property tax revenue for the Metroparks in 2018.

The legislation includes a mechanism for the state of Michigan to make the local taxing units whole provided that the state has sufficient funds to do so. In 2018, the Metroparks have anticipated 100 percent reimbursement in the budget. This potential exposure for revenue reduction will need to continue to be monitored closely in upcoming years.

As is our normal practice an allowance has been made for the amount of adjustments that will be needed throughout the year for tax abatement programs, Michigan Tax Tribunal adjustments and other potential refunds. Although the Board policy is to exercise the Metroparks ability to opt-out of tax increment financing initiatives where possible, the reality is that the Metroparks currently do not have any option to address tax increment financing authorities (TIFA) that are currently in place.

2018 Budget Page 10

Furthermore, current legislation only allows the Metroparks to opt out of specific categories of TIFAs even for new initiatives. For 2018, the total allowance is estimated at \$790,000. The result of the addition of the state of Michigan reimbursement of \$1.2 million and an estimated reduction is a net increase from 2017 estimated revenue of \$30.7 million to \$31.1 million in 2018.

Operating Revenue

Total park operating revenue in the 2018 General Fund budget is planned to provide \$19.9 million in support to the Metroparks. This is a 2 percent increase when compared to the 2017 estimated amount of \$19.7 million. 2018 plan includes few rate changes

as the Board has supported holding the line on all fees and charges after the increase to both the annual and the daily tolling rates in 2016.

2017 operating revenue results did not meet initial budget expectations primarily due to a cool/wet spring and a cooler than normal summer. Anticipation of a more normal weather pattern as well as marketing and promotional work should provide a boost allowing the Metroparks operating revenue to make a modest growth in 2018.

Aquatic facilities are expected to provide the largest area of growth comparing 2018 budgeted revenue totaling \$1.9 million to 2017 estimated actual amount of \$1.7 million This 12 percent increase is based on more normal weather patterns.

Golf is another significant revenue area for the Metroparks. For 2018, the budget reflects a slight increase to golf revenue (0.9 percent – \$45,000). Further improving the bottom line, golf operating expenditures are decreasing. This is resulting in an increase of the golf surplus from \$300,000 in 2017 to \$450,000 in 2018. It should be noted that this is strictly the operating surplus and does not include any of the major maintenance, capital improvement or capital equipment costs associated with the facilities.

Grant Revenue

2018 includes funding from four approved grants. Two \$15,000 grants support capital improvements for two nature interpretive centers – Lake St. Clair and Oakwoods. An \$80,000 grant funding development of an ADA accessible fishing pier at Lake St. Clair is also planned.

The largest grant funding source is the Stormwater, Asset Management and Wastewater (SAW) grant. This \$1.9 million grant is funded by the state of Michigan and provides support for acquisition for asset management systems (software and hardware) as well as engineering design for projects related to storm water and waste water management.

Other Revenue Sources

With a second year of full staffing for the Development department, the budgeted revenue stream for 2018 for gifts and donations is hoped to increase, but has been conservatively budgeted to remain just over \$200,000.

Funding from Fund Balance

The 2018 budget includes planned use of \$7.2 million due to timing of projects. Staff expects actual results will be approximately \$4 - \$5 million of fund balance used. This results in an expected fund balance as of Dec. 31, 2108 in the range of \$28 to \$31 million.

General Expenditures

Expenditures planned in the 2018 budget total \$60.9 million. This is a 4.1 percent increase from 2017 estimated total expenditures. Park operations account for the largest portion of these costs at \$34.5 million, followed by capital improvements (\$11.2 million),

administrative office (\$10.3 million), major maintenance (\$2.8 million) and capital equipment (\$2.0 million). There are no funds allocated in the 2018 budget for land acquisition.

Capital Expenditures

In development of the 2018 General Fund budget, it was estimated that in excess of \$5 million of capital projects would be in some phase prior to completion at the end of 2017 and funds would need to be allocated in 2018 for their completion. The largest single project in this category is the Stony Creek Landing project. This \$4.7 million project is anticipated to have \$1 million of work completed by Dec. 31, 2017, requiring \$3.7 million to be included in the 2018 budget.

In addition to work at Stony Creek, other work in progress includes projects at Kensington and Lower Huron related to retaining walls, shoreline stabilization and Washago Dam control reconstruction at Oakwoods Metropark.

New or re-budgeted projects throughout the parks total Capital Improvement Projects are budgeted at \$5.7 million. These projects include \$2.7 million of projects related to Stormwater, Asset Management and Wastewater (SAW) supported grants. These projects will support the Metroparks initiatives related to environmental stewardship via parking lot improvements as well as sanitary sewer rehabilitation.

Other grant supported capital projects include development of an ADA accessible fishing dock (\$81,000) and interpretive facility interior renovations (\$60,000) at Lake St. Clair, an interpretive exhibit (\$15,000) at Oakwoods Nature Center and Farmland restoration (\$30,000) at Wolcott Metropark.

Additional significant capital projects are the development of phase I for the redevelopment of Maple Beach at Kensington Metropark and Eastwood Beach at Stony Creek Metropark. Each of the projects are planned for \$500,000 and will provide comfort stations replacing facilities removed in 2017.

Road reconstruction is expected to continue at Kensington Metropark at a cost of \$1 million. Design services for Park Office replacement at Lower Huron and Kensington are also included for a total of \$300,000.

Major Maintenance

2018 budget includes 61 major maintenance projects as compared to 90 major maintenance projects that were included in the initial 2017 general fund budget. The 2018 budget of \$2.8 million is 14 percent higher than the estimated 2017 expenditures of \$2.5 million; the average cost per project is just over \$41,000. The projects include funding in targeted categories at each park such as general repairs, caulk-paint repairs and vegetation management.

History has shown that unanticipated work is occurring in the categories on an annual basis and funding needs to be included for these projects even though the specifics on the project have not been specifically identified. Significant major maintenance projects include: \$150,000 for Kensington dam concrete repairs, \$100,000 for a fire suppression system for the Wolcott Mill Historic Center and \$600,000 in various paving/trail maintenance.

Park Operations

In total, park operations are expected to grow by 2.0 percent, up from the 2017 estimated total of \$33.9 million by \$0.7 million to \$34.5 million in 2018. This growth is primarily in personnel costs. Total personnel costs are expected to grow from \$24.6 million in 2017 to \$25.6 million in 2018. This is an increase of \$1.0 million (4.2 percent).

Part-Time wages are the cause of much of the increase, up by \$570,000 (8.1 percent). This is partially a result of suppressed part-time wages in 2017, in response to the wet/cool spring and the cooler summer reduced attendance at aquatic facilities.

Increased tolling has also accounted for some growth. Golf wages increased after the reduction related to closing Wolcott and Lower Huron Par-Three. Part-time police staffing also reflects additional costs. Full-time wages increased at a more modest 3.0 percent. This is reflective of a 2 percent across the board negotiated wage increase as well as step increases and full staffing.

Looking at park operations by activity, the areas showing the most growth are police (up \$159,000 - 3.2 percent), general park maintenance (up \$158,000 - 1.5 percent) and administrative costs (up \$147,000 - 3.2 percent).

		2016	20	17 Amended	201	7 Estimated	2018
	Ac	tual Budget		Budget		Actual	Budget
Personnel Services							
Wages	\$	16,645,585	\$	17,377,656	\$	16,773,623	\$ 17,584,531
Fringes		7,091,600		8,001,452		7,837,043	8,048,676
Total Personnel Services	\$	23,737,185	\$	25,379,108	\$	24,610,666	\$ 25,633,207
Materials and Services							
Communications		1,752,926		1,783,003		1,670,352	1,734,015
Insurance		582,609		610,795		594,315	580,234
Minor Equipment		961,996		1,203,735		1,083,461	1,052,292
Supplies		3,205,029		3,434,990		3,191,003	3,167,790
Outside Services		2,221,944		2,703,543		2,552,035	2,195,690
Other		160,603		170,995		155,015	175,679
Total Materials and Services	\$	8,885,107	\$	9,907,061	\$	9,246,181	\$ 8,905,700
Total Park Operating Expenditures	\$	32,622,291	\$	35,286,169	\$	33,856,847	\$ 34,538,907

Administrative Office

The total administrative office 2018 budget is scheduled to grow by \$546,000 from an estimated \$9.8 million in 2017 to \$10.3 million.

A full year of several vacant positions, Director, Chief Financial Officer and Media Relations drive full-time wages higher. In addition, increased use of part-time staff in Purchasing, Natural Resources and Engineering also increased costs.

Additional use of outside services by Engineering and Marketing were the largest area of increase. Offsetting these increases are decreases in the supplies used by the Marketing, Interpretive departments and for the 75th Anniversary Celebration.

		2016	20	17 Amended	201	7 Estimated	2018
	Act	ual Budget		Budget		Actual	Budget
Personnel Services							
Wages	\$	3,608,018	\$	4,841,281	\$	4,565,685	\$ 4,769,606
Fringes		1,861,873		2,857,210		2,813,183	2,807,512
Total Personnel Services	\$	5,469,891	\$	7,698,490	\$	7,378,868	\$ 7,577,118
Materials and Services							
Communications		106,756		116,478		114,823	109,250
Insurance		132,391		141,490		133,323	136,000
Minor Equipment		278,965		190,527		166,992	141,172
Supplies		532,865		832,113		682,732	432,650
Outside Services		754,140		1,257,952		1,170,080	1,769,027
Other		96,701		237,421		144,543	172,624
Total Materials and Services	\$	1,901,817	\$	2,775,982	\$	2,412,493	\$ 2,760,723
Total Administrative Expenditures	\$	7,371,708	\$	10,474,473	\$	9,791,361	\$ 10,337,841

Looking at the administrative office by department, the largest increase is the Natural Resources department (up - \$115,000) and the Engineering department (up - \$208,000).

The costs associated with the Human Resources department have been split into two departments to identify the costs associated with the Metroparks safety program. As stated earlier a full year has been budgeted for all vacant full-time positions.

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Commissioner	Commissioner	December 14, 2017
MOTION BY:	SUPPORTED BY:	DATE:

In accordance with the provisions of Public Act 621 of 1978, the Uniform Local Budgeting Act, Public Act 147 of 1939, the incorporation of the Huron-Clinton Metropolitan Authority, the Board of Commissioners, after due deliberation with the Director and his staff, does hereby adopt the 2018 General Fund Budget.

BE IT RESOLVED: That the 2018 revenues for the Huron-Clinton Metropolitan Authority are detailed in the Revenue section of the Budget and are summarized as follows:

Property Tax Levy	\$ 31,146,230
Park Operating Revenues	19,851,374
Interest Income	250,000
Sale of Capital Assets	250,000
	1,930,000
Donations and Foundation Support	207,190
Miscellaneous	67,375
	\$ 53,702,169

AND BE IT RESOLVED: That the 2018 expenditures for the Huron-Clinton Metropolitan Authority are hereby appropriated on an overall category basis.

BE IT FURTHER RESOLVED: That all sections of the 2018 Huron-Clinton Metropolitan Authority Budget document be approved as submitted

BE IT FURTHER RESOLVED: That the Director of the Huron-Clinton Metropolitan Authority is hereby authorized to make budgetary transfers within the appropriation centers established throughout this Budget, and that all such transfers will be subsequently presented to the Board of Commissioners for further action, in conformance with the provisions of the Michigan Uniform Budgeting Act.

AYES: Commissioners

NAYS:

ABSENT:

I, Bernard Parker, the duly appointed and qualified Secretary of the Huron-Clinton Metropolitan Authority, do hereby certify that the foregoing resolution was adopted by the Board of Commissioners at the regular scheduled meeting held in Brighton, Michigan on Dec. 14, 2017.

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To:Board of CommissionersFrom:David Kirbach, Deputy DirectorSubject:Approval – Skips Canoe Livery Agreement ExtensionDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve a three-year contract with Skip's Huron River Canoe Livery LLC with the option of two, one-year contract extensions as recommended by Deputy Director Kirbach and staff.

Fiscal Impact: Possible revenue source.

Background: Mill Creek Outdoor Adventures recently bought Skip's Huron River Canoe Livery LLC. Owners Nate Pound and Tyler Soja have invested more than \$100,000 in this purchase and are requesting a three-year contract with the option of two, one-year contract extensions instead of the five, one-year contract extensions currently left on the contract.

Miller Canfield has reviewed the contract.

Attachment: Skip's Canoe Livery Agreement Extension

First Amendment to Agreement Between the Huron-Clinton Metropolitan Authority and Mill Creek Outdoor Adventures, LLC, (operating as Skip's Huron River Canoe Livery, LLC)

This first amendment between Huron-Clinton Metropolitan Authority, a public body corporate under the laws of the State of Michigan with offices at 13000 High Ridge Drive, Brighton, Michigan (the "Authority") and Mill Creek Outdoor Adventures, LLC, a Michigan limited liability company, whose address is 3770 Service Road, Clinton, Michigan 49236 ("Mill Creek"), operating as successor to Skip's Huron River Canoe Livery, is entered into on this <u>14th day of December</u>, 2017.

WHEREAS, the parties entered into a certain agreement dated December 11, 2014, providing for terms and conditions governing the operation of a canoe and kayak rental service by Mill Creek at the Hudson Mills, Dexter Huron and Delhi Metroparks located in Washtenaw County, Michigan, for an initial term expiring December 31, 2017 (the "Agreement"); and

WHEREAS, the Agreement anticipated five annual renewal options; and

WHEREAS, the parties desire to extend the term of the Agreement for a period of three (3) years with the option for one additional two (2) year extension, and to provide for other matters pertinent thereto.

NOW THEREFORE, the parties agree as follows:

1. <u>**Capitalized Terms**</u>. Capitalized terms not defined in this amendment shall have the meaning ascribed to them in the Agreement.

2. <u>Consent to Assignment.</u> The Authority hereby consents to the assignment of the Agreement to Mill Creek as provided by section 6.2 of the Agreement.

3. <u>Services and Prices.</u> Commencing with the 2018 season, the Concessionaire hereby agrees to offer the following services to the public at the prices indicated:

<u>Services</u>	<u>Price</u>
Hudson Mills to Delhi – Canoe	\$40
Hudson Mills to Delhi – Single Kayak	\$32
Hudson Mills to Delhi – Tandem Kayak	\$40
Hudson Mills to Delhi – Eight (8) Person Raft	\$140
Hudson Mills to Delhi – Guided Trip Off-season	\$40/per person
Dexter Huron to Delhi – Canoe	\$25
Dexter-Huron to Delhi – Single Kayak	\$20
Dexter-Huron to Delhi – Tandem Kayak	\$25
Dexter-Huron to Delhi – Tube	\$15
Both trips – Third Adult (16 yrs or older) In Canoe, Additional Fee …	50% of rental fee
Deposit	\$20 per boat; \$10 per tube

Any requests for changes in services or pricing for the 2019 or 2020 seasons must be submitted in writing to the Authority by Mill Creek no later than September 15th preceding the season for which the service or price change is requested.

4. <u>Amendment to Section 3.5, "Notices"</u>. Section 3.5.1 under the heading "Notices" is hereby amended to read in its entirety as follows:

3.5.1 If notice is sent to the Concessionaire, it shall be addressed to the following address:

Mr. Nathan S. Pound Mill Creek Outdoor Adventures, LLC 3770 Service Road Clinton, Michigan 49236

5. <u>Amendment to Contract Period</u>. The Contract Period is hereby extended for a period of three (3) additional years, commencing on January 1, 2018 through December 31, 2020. In addition, by mutual written agreement, the parties may renew this Agreement for one additional two (2) year period.

[Remainder of page intentionally blank]

6. No Other Amendments. Except as specifically set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their authorized representative all as of the first date written above.

HURON-CLINTON METROPOLITAN AUTHORITY

By: ______ Timothy J. McCarthy, Chairperson

By: _____ Bernard Parker, Secretary

MILL CREEK OUTDOOR ADVENTURES, LLC

By: _____ President

7-A-2 Meeting of December 14, 2017 HURON-CLINTON METROPOLITAN AUTHORITY



To:Board of CommissionersFrom:Rebecca Franchock, Supervisor of Budget and PayrollSubject:Approval – ERP Software as a Service (SaaS) ContractDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve the annual contract with Tyler Technologies in the amount of \$71,981 to provide ERP Software as a Service as recommended by Rebecca Franchock and staff.

Fiscal Impact: The cost of the contract has been included in the proposed 2018 budget.

Background: In October 2015, Tyler Technologies acquired New World Software, the Metroparks ERP software provider. One of the benefits for the Metroparks is that services such as moving ERP to a software as a service "cloud based" platform are now available.

Moving the ERP software product to the cloud benefits the Metroparks with 24/7 uptime supported by the Tyler tech team. This support from Tyler reduces the demand on the Metroparks own IT staff. The cloud solution also eliminates the need for Metroparks to develop, support and maintain an array of server resources specifically for the ERP. In addition, this solution provides offsite redundant protection of critical data, providing both disaster avoidance and disaster recovery. Looking ahead, in addition to savings on hardware, new technology may also be implemented with lower upfront using this hosted solution.

Tyler Technologies hosts more than 3,100 Software as a Service (SaaS) clients across the nation. They employ more than 50 full-time staff members and constantly monitoring operations. Tyler's cloud solution provides multiple layers of security, including antivirus, intrusion protection, security monitoring and firewalls. Third party audits are used for security validations and to ensure accuracy at all levels. The hosted services are maintained at two locations, the main data center in Yarmouth, Maine and an offsite data center in Dallas, Texas. These facilities have been built from the ground up by Tyler without any outsourcing.

Metroparks data will be transferred via a Virtual Private Network (VPN device). This device ensures data security between our location and Tyler with a guaranteed 99 percent up time.

Legal Counsel, Miller Canfield has reviewed and approved the contract.

Attachment: Tyler Technologies ERP Service Contract



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as <u>Schedule 1</u> to <u>Exhibit B</u>.
- "Client" means Huron Clinton Metropolitan Authority, MI.
- "Data" means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as <u>Exhibit A</u>.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as <u>Exhibit D</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

- <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
- 2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
- 3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

- 3.3 You retain all ownership and intellectual property rights to the Data.
- 4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
- 6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such

activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

- 1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
- 2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. <u>Additional Services</u>. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our

personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
- 8. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably

require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that

outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F - TERM AND TERMINATION

- <u>Term</u>. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 <u>Fees for Termination without Cause during Initial Term</u>. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through

the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our

agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

- <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have

the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

- 11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. To the extent permitted by applicable law, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial

disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Huron Clinton Metropolitan Authority
Ву:	Ву:
Name:	Name: Michael Reese
Title:	Title: Acting Director
Date:	Date:

Address for Notices:

Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer Address for Notices:

Huron Clinton Metropolitan Authority 13000 Highridge Drive Brighton, MI 48114 Attn:_____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Sales Quote to be inserted upon execution

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New World ERP ASP - Investment Summary

TO:	Huron Clinton Metropolitan Authority, MI
ADDRESS:	13000 Highridge Drive, Brighton, MI 48114
FROM:	Tim Brewer - Customer Care Manager
DATE:	12/04/17
QUOTE#:	QUO-36719-T3K4Y6
RE:	New World ERP Application and System Software

		Annual ASP
Item Code	Description	Quote
	Financial Applications	
FM	Financial Management Base Suite .NET	\$ 11,115
FM	Inventory Management .NET	\$ 4,006
FM	Asset Management .NET	\$ 2,226
FM	Project Accounting .NET	\$ 2,226
FM	Purchasing Base .NET	\$ 4,006
	HR/Payroll Applications	
HR	Human Resources Mgt. Base Suite .NET	\$ 10,683
HR	Personnel Actions Processing .NET	\$ 1,782
HR	Position Budgeting .NET	\$ 1,782
HR	Time & Attendance Interface .NET	\$ 2,226
	Decision Support	
DSS	Decision Support Base Datamart	\$ 4,006
DSS	Finance Analytics .NET	\$ 2,226
DSS	HR/Payroll Analytics .NET	\$ 2,226
	eSuite Applications	
eSuite	eSuite Base	\$ 4,006
eSuite	eEmployee (Not rolled out)	\$ 4,451
	Licenses	
	Users	\$ 10,015
	Other	
	1 Additional Instance of New World ERP - Software	\$ 5,000
	Annual Hosted Fee (Based on 5 Years)	\$ 71,981
	VPN Fee - (One Time Cost)	\$ 4,000
	Total 5 Year Investment	\$ 363,905

Recurring Hosting fee is based on a (5) year commitment for up to thirty two (32) concurrent users.

Additional concurrent users will be billed at our then current rate which is currently \$1750 per user per year.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- 1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 2. Other Tyler Software and Services.
 - 2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.7 Other Fixed Price Services: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
- 2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 4. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
- 5. <u>Credit for Prepaid Maintenance and Support Fees for Tyler Software</u>. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

<u>Payment</u>. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Depart after 12:00 noon Lunch and dinner Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*
*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. <u>Agreement Overview</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. <u>Client Relief</u>

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website <u>www.tylertech.com</u> for accessing client tools and other information including support contact information.
- (2) Tyler Community available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Independence Day	Christmas Day	
Labor Day		

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- Telephone for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D End User License Agreement

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Last Updated: [July 18 2013]



To:Board of CommissionersFrom:Nina Kelly, Manager of PlanningSubject:Report – Draft Indian Springs Master PlanDate:December 7, 2017

Action Requested: Motion to Receive and File

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

Background: Following the Dec. 14, 2017 board meeting, the draft will be posted on the Metroparks website for public review and comment for a period of at least two weeks. Staff will request the Board approve the final plan at the Jan. 11, 2018 meeting.

Attachment: Draft Indian Springs Master Plan



INDIAN SPRINGS MASTER PLAN



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INTRODUCTION

About the Metroparks ③



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

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

Funding of the parks began in 1942 with a property tax levy, limited to one-quarter of one mill. The rate today has been adjusted to .2140 mills.

LAKE LOWER HUDSON STONY INDIAN HURON WOLCOTT DELHI KENSINGTON DEXTER-HURON WILLOW OAKWOODS LAKE ERIE ST. CLAIR HURON MILLS CREEK MEADOWS MAIL L 1948 1950 1952 1953 1957 1957 1964 1970 1975 1980 1982 1984 1989 4,486 acres 52 acres 1,715 acres 2.850 acres 1,573 acres 789 acres 1,256 acres 1,532 acres 1,607 acres 1,573 acres 120 acres 4,435 acres 2,509 acres

PARK DEVELOPMENT TIMELINE



Introduction

Administration & Operations

Board of Commissioners

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

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

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

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

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

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





Introduction

Cy Planning Process

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

In 2016, the Metroparks Planning Department scheduled an aggressive timeline for completing all 13 park master plans in three years. Each park will be given a planning window of six months, with overlap between parks. Some master plan timelines may be extended or delayed if the Board of Commissioner's recommend further public input following their review of the draft plan. The order of the parks in the planning process was determined by staff based on current and planned park projects, planning need, geography, and park popularity.

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

Public Input Demographic Data Data MASTER PLAN Department Heads Department Heads Public input gathered at the Indian Springs Master Plan

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



Open House on 9/16/2017

DRAFT INDIAN SPRINGS TODAY

Character 🥵

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

NEEDS

Continue to draw diverse range of visitors to the park

Build on park character to attract new visitors

OPPORTUNITIES



Indian Springs Today

General Map



Indian Springs Today

Location 💡

Indian Springs Metropark is located in the western half of Oakland County, at the headwaters of the Huron River. Most of the park is within Springfield Township with the southern portion extending into White Lake Township.

At its northernmost extent, Indian Springs nearly reaches Big Lake Road. To the east it runs along the railroad line and reaches Crosby lake, to the west it extends beyond Hillsboro Road, and its southern boundary is White Lake Road and Pontiac Lake State Recreation Area.



Indian Springs Today

NEEDS

Define and protect areas with important biodiversity features Create a resilient network of biodiverse areas in the park

OPPORTUNITIES

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

Biodiversity Areas

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

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

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

Indian Springs Today

Biodiversity Map



Indian Springs Today

NEEDS

Better educate the importance of preserving important cultural features

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

OPPORTUNITIES



Early European settlers farmed the land around Indian Springs.

A Cultural History

Foot trails across the prairies

About 12,000 years ago, Native Americans were the first to walk the land around Indian Springs Metropark, creating foot trails through what is now Oakland County. During the 1800s, European settlers arrived to find land rich with rivers, lakes, prairies, and dense white pine forests– perfect for farms, new homes and settlements. The foot trails became roads while prairies became farms. Pine forests were cut and nonnative plants and animals were introduced, changing the character of the land.

In 1833, the Garner brothers from New York traveled the foot trails from Pontiac, slept outside overnight, and likely built a temporary shelter on the way to their new property. They were one of the first families to settle in this area. The railroad (originally the Detroit and Milwaukee, now owned by Canadian National) abuts the eastern boundary of the park and was a major impetus to growth for both the population and the local economy. Agriculture was the mainstay of the local economy, and the trains allowed the farmers to ship and receive produce, livestock, and supplies.



John Garner's residence was one of the first settlers to build a home where Indian Springs is located today.

Indian Springs Today

Cultural History Map



Indian Springs Today

Infrastructure

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

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





NEEDS

Address aging and overbuilt infrastructure

Redevelop park areas to better serve visitors and environment

OPPORTUNITIES

Indian Springs Infrastructure				
Public bldgs / avg age	3 / 24			
Service bldgs / avg age	5 / 32			
Comfort stations / avg age	1/21			
Road miles	3.44			
Parking lot acreage	4.73			
Playgrounds	2			
Percent of park mowed	2.7			
Picnic shelters	5			
Sand volleyball courts	2			
Baseball fields	1			
Fishing platforms	0			
Tennis courts	0			
Ice skating rinks	0			
Basketball courts	0			
Public canoe/kayak launches	0			



Indian Springs Today

Constructed Surfaces Map



Indian Springs Today

Utilities Map



Indian Springs Today



Facilities & Centers

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

Spray 'N' Play

Indian Springs Metropark offers a variety of children's attractions for family enjoyment. The Spray 'N' Play Area includes the Adventure Maze, rock-climbing wall, playground, and splash pad.

Golf Course

This par 71 course is one of the most beautiful and challenging courses in Southeast Michigan. Combining wellmanicured fairways, pristine tee boxes and undulating greens, the 13th hole is a 602 yard, par 5 that challenges even the longest hitters.

Environmental Discovery Center

The Environmental Discovery Center (EDC) offers a gateway into the complexity and beauty of unique natural resources, including prairies, wetlands, and woodlands. The EDC facility is a well-used resource for education and interpretation for the public to study, enjoy and appreciate. The award-winning EDC building contains classrooms, a biology lab, and a 200-person event room used for a variety of public programs including school and scout groups. Catering is also available for weddings and other special events. The EDC features 60 acres of restored native prairie ecosystems and a pond that can be viewed underwater from a viewing room below-thewater.

Park Office

The Park Office which includes public restrooms is used as a trailhead to the nature trails which include the native plant gardens and sundial. Furthermore, environmental displays and programming are offered at the facility for educational opportunities.





Indian Springs Today

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

The map below shows the location of aquatic facilities, golf and disc golf, neighborhood sports facilities, and interpretive programs that compete with those offered at Indian Springs. Relatively few of these facilities and programs available in the five-mile radius can be built upon the park's unique and significant features. This may present opportunities for Indian Springs to meet the recreational needs of the area in new ways distinct from other recreational opportunities moving forward.

NEEDS

Identify areas of facility duplication for repurposing and consolidation

Provide unique recreational facilities to draw visitors from across the region

OPPORTUNITIES



NEARBY FACILIITES

5

Interpretive Programs

8

0

0

1

7

2

Indian Springs Today

NEEDS

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

Create good working relationship with neighbors and partner organizations

OPPORTUNITIES

Grants

Over its history Indian Springs has received two grants from the DNR for land acquisition, trail development, and more. The land specified as the project area of those grants was encumbered in perpetuity—meaning it may never be converted into a private or non-recreational use. Approximately 34% of Indian Springs is encumbered, as shown on the following page.

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





Encroachments

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

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

Informal Access Points

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

Easements

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

Adjacent Property Uses

Surrounding the park is predominantly single family residential. The eastern boundary includes areas of agricultural and vacant land while south of the park is mostly bordered by recreational use, Pontiac Lake State Recreation Area.

Indian Springs Today

Land Map



Indian Springs Today

Vehicular Wayfinding

Standardization

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

Simplicity

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

Symbols

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

Trail Wayfinding

Standardization

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

Flexibility

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

Legibility

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

Wayfinding

NEEDS

Replace outdated, confusing, inconsistent signs

Create consistent, convenient wayfinding system to give visitors confidence

OPPORTUNITIES



Indian Springs Today

Trails /

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



Trail Type	Miles in park	Allowed Uses	Prohibited Uses	Surface
Shared-Use Trail (Hike-Bike Trail)	5.08	Non-motorized traffic and pets.	Horses and motorized vehicles such as golf carts, scooters and hover -boards.	10' wide, typically asphalt, some small sections may be concrete or boardwalk.
Equestrian Trail	2.81	Horses and Pedestrians; cross-country skiing is permitted in the winter on designated trails only.	Motorized vehicles, bikes and horses.	Width and material vary, often dirt trails.
Nature Trail	7.27	Pedestrian use only; hiking and walking. Snowshoeing is permitted on all Nature Trails except those designated for cross-country skiing. Cross-country skiing is permitted on designated trails only.	Motorized vehicles, running, jogging, pets, bikes and horses.	Trail surfaces vary and include asphalt, aggregate, mulch and compacted earth. Portions of these trails are accessible, but most are not ADA-compliant.
Cross-Country Ski Trail	11.49	Cross-country skiing only. Many are used for other activities during the summer.	Motorized vehicles, snowshoes, hiking, bikes, horses and pets.	Snow covered.

Indian Springs includes over 26 miles of trails. Located in the headwaters of the Huron River, the trails include a diverse series of loops that meander through a variety of landscapes, from parts of swamp, across meadows and fields and through woodlands with trail facilities open year-round. Located just east of the park entrance, the equestrian trail which is also open to hikers connects under White Lake Road via a tunnel to the Pontiac Lake Equestrian Trail, which extends for 17 miles through the Pontiac Lake State Recreation Area.
Indian Springs Today

Trails Map



Indian Springs Today

Accessibility

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

NEEDS

Pursue improvements to park accessibility

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

OPPORTUNITIES

Area	ID #	Description
Restrooms	1	Restrooms need to be updated for accessibility.
Nature Trails	2	Nature trail surface needs to be improved to meet ADA standards.
Park Office	3	Restrooms need to be updated for accessibility.
Shade Canopies(3)	4	Accessible walk needed to canopies.
Picnic Shelters(2)	5	Consider accessibility as part of overall Meadowlark redevelopment strategy.
Baseball field	6	The baseball field at Meadowlark does not have accessible walks.

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

Indian Springs Today

Accessibility Map



REVENUE

Revenue Sources

NEEDS



OPPORTUNITIES



The Metroparks 2016 General Fund revenue equaled \$50,531,202. Indian Springs 2016 operations revenue was approximately \$1,248,302, comprising 2.5% of all Metroparks revenue.

Indian Springs budgeted 2017 operations revenues are \$1,191,978, while estimated 2017 operations expenses are \$2,060,649. Property tax and other revenue is estimated to subsidize 42% (\$868,671) of the Indian Springs operating budget.

As the chart illustrates, the vast majority of revenue (approximately 59%) comes from the golf course.

2016 Operations Revenue

Revenue Source	2016 Total	% of Revenue
Golf Course	737,696	59
Tolling	282,308	23
Activity Center Rental	113,716	9
EDC	105,767	8.5
Picnic Shelter	7,050	1
Miscellaneous	1,765	0.1

TOTAL: 1,248,302



Revenue

Yisitors

Indian Springs Metropark is a regional park and can draw from the approximately 3,600,538 Michigan residents that live within a 30 mile radius (approximately a 45-minute drive) of the park. Certain events and activities may draw visitors from greater distances.

Vehicle entries to Indian Springs Metropark have hovered between 93,000 and 105,000 since 2009, fluctuating through the years but experiencing a slight decline overall. Weather often plays a role in attendance to the park; activity areas greatly affected by weather are the trails, nature center and golf course. This may explain the dips in attendance visible in 2011 and 2015.

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

NEEDS

Target market strategy

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

OPPORTUNITIES







Indian Springs Metropark 30-Mile radius



Revenue

Programs & Events



Great Pumpkin Hunt



Easter Egg Scramble



Learning Kits

NEEDS

Increase revenue and visitation

Build on enthusiasm of Indian Springs visitors with exciting, engaging programs and events

OPPORTUNITIES

Indian Springs hosts dozens of events each year, organized either by park staff or outside groups. Many of these are interpretive programs for both children and adults to explore the natural and cultural assets of the park. Some promote artistic enrichment, and others encourage physical activity or advocate for a cause. The Environmental Discovery Center (EDC) hosts a full schedule of programs throughout the year achieved with countless hours donated by volunteers. Currently interpretive programs take place inside the EDC facility and around the native prairies and on the nature trails. A series of popular events that offer a unique experience include the Art in the Park series and the Summer Camps.

Other Recent events include:

- Hoots and Haunts Halloween
- Sci-Fi Lab Day
- Pond Animals
- Fireflies of July
- Stormy Science
- Take a Walk Wednesdays
- Geocache Treasure Hunt
- Prairie Adventure Hike
- Snake Seekers
- Invasive Shrub Removal
- EDC Homeschool Series
- Fabulous Fungi
- Great Pumpkin Hunt
- Easter Egg Scramble
- Family Nature Club
- Snacks with Santa
- Winter Day Camps

DRAFT COMMUNITY INFLUENCES

Population

The population of the communities surrounding Indian Springs is aging rapidly and changing in mobility. The percentage of households without access to an automobile is gradually rising in the region, Oakland County, and the municipalities directly surrounding Indian Springs. The Metroparks were created at the time of the auto boom, when it was assumed that every family would have a car to take out to the countryside on the weekends. Since habits and lifestyles are changing, the Metroparks must look into innovative ways to provide access to the parks for all.

NEEDS

Address changing needs of new population demographics

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

OPPORTUNITIES

The percentage of individuals over 65 years of age is rising quickly in the region, in Oakland County, and most dramatically in communities surrounding the park. Older adults have distinct needs, often requiring accommodations for mobility and accessibility of park features such as trails and buildings. This is important to keep in mind when planning the future of a park serving an older population.







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

Community Influences

As shown below, Indian Springs is located in a lower residential density area than many other Metroparks, with the majority of land use characterized as single family residential. The areas directly bordering the park have an average population between 0 and 1,000 people per square mile. Residential development in the area is limited by factors including the recreational and conservation lands which also include sensitive natural features surrounding Indian Springs.

While on average the 5-county region is falling in population density, the population density in both Oakland County and the surrounding municipalities has risen slightly , creating increased demand for recreation in the area. The estimated population of both White Lake and Springfield Townships have increased 3.5% and 3%, respectively, from 2006-2010 to 2011-2015.

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



POPULATION DENSITY BY CENSUS TRACT, 2010-14





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

Community Influences

NEEDS

Improve connectivity within the park and with the community

Create good working relationship with surrounding municipalities

OPPORTUNITIES

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

Springfield Township

- Planned low density residential land use
- Maintain the traditional small cottage lot lakefront medium density for the nearby area surrounding Big Lake, extending to Andersonville Road, and in the area abutting the Huron Swamp.

White Lake Township

- Develop a centrally-located community recreation center, perhaps in conjunction with a town center
- Develop a system of pathways in the Township that can connect residential neighborhoods to each other and with shopping areas.

Oakland County Parks and Recreation

 Land acquisition strategies that focus on opportunities to protect and restore natural areas, protect water quality, and increase or establish trail and green infrastructure continue to be a priority.

Multi-Jurisdictional "The Headwaters Project"

 The Shiawassee and Huron Headwaters Resource Preservation Project (referred to as "The Headwaters

Projects/Initiatives

Project") completed in 2000 identified and ranked important natural resources within the park and surrounding communities. The project contracted with the Michigan Natural Features Inventory (MNFI) and established opportunities and protective mechanisms for threats to the significant natural areas including:

- Maintain closed canopy of southern mesic forest and swamp.
- Conduct annual monitoring for exotic invasive plants.
- Maintain old fields as grasslands to provide habitat for grassland nesting birds.
- Private lands surrounding the Huron Swamp Complex should be encouraged to provide a native plant buffer between high use areas and the swamp.







Community Influences

Relevant Planning Documents

Oakland County Trails Master Plan, 2008 Springfield Township Master Plan, 2016 Oakland County Parks and Recreation Master Plan, 2013-2017

"The largest wetland system within the Township is Huron Swamp, located in Indian Springs Metropark....These resources are significant for their wildlife habitat, water filtration, and ground water recharge capacities." pg. 145

"White Lake lives up to its slogan as a 'Four Seasons Playground,' with a variety of public and private recreation opportunities available all year-round." pg. 11

Township Master Plan, 2010-2011

White Lake

SEMCOG Green Infrastructure Vision, 2014

"Public accessibility to the green infrastructure network is paramount, including access to parks, trails, water, and ensuring public spaces are designed for all residents." pg. 1

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

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



PUBLIC INPUT



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

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

The next step was a public meeting with community members to gather initial ideas about the direction of the park. A general park feedback survey was posted online and advertised by Metroparks social media.

These ideas were taken into account, along with staff feedback and other data, in developing initial recommendations. These were then presented to the public at a second meeting, and feedback was collected, analyzed, and incorporated into a draft Master Plan document.

This document was posted online in December 2017 for final public comment, which influenced the final Master Plan sent to the Board of Commissioners for approval in January 2018.

Public Meeting 1 - 9/16/17

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

Public Meeting 2 - 10/25/17

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



Plan presented to Board of Commissioners for approval

Public Input

Results **N**

Indian Springs Metropark is home to a diverse set of natural communities unique to the region. Protection of the native ecosystems providing habitat for rare, threatened and endangered species was a common theme gathered throughout all public participation efforts. However, respondents also acknowledged a willingness for park improvements that can continue to balance natural preservation at the park with enhancements to the visitor experiences.

Overall, the most frequent comments indicated a favorable response to both expansion of the hike-bike trail along with continued accessibility improvements and amenities. In the pom-pom investment activity, trails led all categories followed by the Environmental Discovery Center (EDC), wildlife viewing, and natural resources. Special events, picnicking, and winter activities received the fewest votes.

In addition, open suggestions often discussed park user access at Schmitt Lake. Comments included consideration for kayaking and wildlife viewing while improving the habitat with invasive plant management and keeping the trails rustic in this area of the park. A separate facility for park users with dogs was often mentioned in the survey and at the second public meeting. Planning staff discussed the possible consideration of including on-leash dog activities. In addition, adaptive reuse strategies for the park office were discussed with the public.



Q6: What is your favorite part of the park or activity within Indian Springs Metropark? (Choose up to 3.)



Public Input

Planning Department staff also spent two days performing intercept surveys at both the Great Pumpkin Hunt event at the park and the Springfield Township library. Respondents who were familiar with the park offered suggestions for the maintenance of the pond viewing room along with new programming and events at the EDC, and better connectivity with trails for user accessibility and park experiences on trails.

Questionnaire Response Topics

Trails

- Extend bike path
- Extend nature trails
- Add shade trees
- Parking area near trail
- Mile markers
- Mountain bike trails
- Connection to other parks
- Cross country trail
 - improvements
- Widen trail
- Separate biking trail
- Additional equestrian trails

Environment

- Sustainability
- Keep the park natural
- Wildlife viewing
- Invasive plant management
- Remove the LED sign

Maintenance

- Clean Park
- Less mowing
- Well maintained
- Mow around EDC
- Trails in winter
- Stricter on littering
- Geese droppings
- This chart shows the distribution of questionnaire response topics, as categorized by planning staff. Some responses fell into more than one category, so they add up to more than 100%.

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

- Fix water pump on hike-bike path
- Clean pond window

Special Events/Programs

- Add special events
- New programs at EDC
- Great staff/classroom activities
- Training on natural pond health
- Advertise events and activities
- Special events for toddlers
- Interactive nature trails for kids
- Grant programs
- Family fun activities (corn maze)
- Wildlife viewing guides

Facilities

- Leverage underground level at EDC
- Enjoy children maze
- Improve playground
- Swimming pool
- Zip line
- Soccer field
- Fix splash pad
- Park office improvements
- Dog park
- Tennis courts

Safety/Signage

• Improve enforcement of rules

- Signage at Schmitt Lake
- Separate trail for dogs
- More trails along roads
- Make trails feel safer

Access

- Better access to Schmitt Lake
- Access for Equestrian trails
- Omit tolling for golfers/trails
- Accessible parking near Playground
- Access from Big Lake Road
- Remove the toll booth
- Hike-bike path at entrance
- Allow shared parking pass
- Hunting

Amenities

- Bathrooms and showers
- Trail concessions
- Enjoy the amenities
- Golf course investments
- Allow event concessions
- Equestrian
- Shade trees by spray n' play
- Warming shelter
- Picnic shelters with power amp
- More climbing equipment
- Parking at Schmitt Lake



Public Input

Participation



The Indian Springs Master Plan online and hard copy questionnaire received 211 responses and 20 individuals attended the two public meetings. As shown below, the questionnaire drew responses from the entire southeastern metropolitan Detroit five region and beyond.

NEEDS

Incorporate variety of opinions and user groups into master plan

Create vibrant park through robust, transparent public outreach

OPPORTUNITIES



Lapeer Shiawassee Genesee St. Clair Oakland Macomb Ingham Livingston Indian Springs Metropark Jackson Wayne Washtenaw Counties Responses per ZIP Code 1-9 10 - 19 20 - 30 () Lenawee Monroe Mile 30 3.75 0 22.5 75 15

Survey Response Zip Code Map

DRAFT Action Plan

Needs & Opportunities

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

Needs

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

Opportunities

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

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





Large Facilities

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2018-2022)	Mid-Term (2023-2027)	Long-Term (10+ years)
Implement Park Office building use strategy	Operations	Engineering, Planning	Contractors	TBD	х		
Implement new maintenance building development strategy	Engineering	Planning, Operations	Contractors	TBD		x	x
Implement EDC selective redevelopment strategy	Engineering	Planning, Interpretive, Operations	Contractors	TBD		x	







Action Plan

Infrastructure / Small Facilities

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2018-2022)	Mid-Term (2023-2027)	Long-Term (10+ years)
Pavement projects (list developed annually, as needed)	Engineering	Planning, Operations	Contractors	various	x	х	x
Accessibility improvements, including interiors and walkways - parkwide	Engineering	Planning, Operations	Contractors	various	x	x	
Replace underground with above- ground fuel storage at Golf Course	Engineering	Operations, Maintenance	Contractors	\$120,000.00	x		
Develop short tees at Golf Course to increase play (e.g. "Short Tee Tuesdays")	Operations	Maintenance	Contractors	TBD	x		
Hike-bike trail connectivity improvements: create loop system, develop spur to Timberland Lake	Engineering	Planning, Operations, Maintenance	Contractors	TBD		x	
Implement Meadowlark playground removal plan, on-leash dog friendly facility	Engineering	Planning, Operations, Maintenance	Contractors	TBD		x	
Implement Adventure playground selective redevelopment plan	Engineering	Planning, Operations, Maintenance	Contractors	TBD	x	x	
Implement Schmitt Lake concept plan	Engineering	Planning, NR, Operations, Maintenance		TBD	x		
Implement outdoor art initiative	Interpretive	Planning, Operations, Maintenance	Foundation	TBD	x	x	

Natural Resources

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2018-2022)	Mid-Term (2023-2027)	Long-Term (10+ years)
Vegetation and invasive species management (annual)	NR	Planning, Operations	Contractors	\$30,000.00	x	x	x
Sustainability initiatives	NR	Planning, Engineering, Interpretive	Contractors	\$3,500.00	x	x	x
Hazardous waste removal (annual)	NR			\$1,000.00	х	х	x
Early detection rapid response. Invasive species surveys and control in high quality natural areas (annual)	NR	Interpretive	MDNR	\$10,000.00	x	x	x
Deer cull to maintain deer at roughly 15/ sq. Mile	NR	Police, Operations	MDNR	Staff time	x	x	x
Geese and Swan Management	NR	Operations, Interpretive	MDNR, USDA	\$5,000.00	x	x	x
Conduct prescribed fire in fire adapted communities	NR		Contractors	\$4,000.00	x	x	x
Oak wilt control and prevention	NR	Operations, Interpretive	MDNR	\$4,500.00	x	x	x
Wetland complex restoration	NR		MDNR, NGOs	\$40,000.00	х	х	x
Low-Impact Schmitt Lake Access Feasibility Study	NR	Planning	MDNR	TBD	x		
Rustic trail development	NR	Planning		\$3,000.00	х		





Signage

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2018-2022)	Mid-Term (2023-2027)	Long-Term (10+ years)
Trail wayfinding signage improvements	Planning	Maintenance, Interpretive, Operations		\$5,000.00	x		
Interpretive signage improvements - nature trails and EMR managed lands	Interpretive	Planning, Maintenance, Operations		\$5,000.00	x		



Area Plans/Studies/Initiatives

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

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2018-2022)	Mid-Term (2023-2027)	Long-Term (10+ years)
Update trail maps to show opportunities for walking/hiking/trail running/pets	Graphics	Planning		staff time	x		
Establish comprehensive Oak Wilt monitoring and treatment protocol	NR	Operations	MDNR	\$10,000.00	x		
Establish Invasive Species Control Tracking Website	NR	IT	MNFI, MISIN	staff time	x		
Comprehensive wildlife surveys and mapping (birds, insects, freshwater mussels)	NR	Interpretive	NGOs, Consultants, MNFI	\$35,000.00	x		x
New maintenance building strategy: consolidation of maintenance activities to one site	Planning	Engineering, Operations, Maintenance		staff time	x		
Park office building strategy: identify opportunities for maximizing use. Determine renovations necessary to incorporate existing and any new uses.	Operations	Planning, Engineering, Maintenance		staff time	x		
Meadowlark picnic area site plan: remove playground equipment, improve access and site amenities	Planning	Engineering, Operations, Maintenance		staff time	x		
Spray 'N' Play area selective redevelopment plan: remove maze, install large play structure, develop restroom building to serve playground and Spray 'n' Play, improve accessibility	Planning	Engineering, Operations, Maintenance		staff time	x		

Action Plan

Area Plans/Studies/Initiatives (cont'd)

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2018-2022)	Mid-Term (2023-2027)	Long-Term (10+ years)
EDC selective redevelopment plan: improve pond dome and indoor viewing area, enhance exhibits, enhance event room lighting and storage, improve surrounding landscaping	Planning	Engineering, Operations, Maintenance		staff time	x		
Outdoor art initiative: develop environmentally-themed art installation initiative to enhance park character	Interpretive	Planning, Operations, Maintenance	Consultant, Foundation	TBD	x		
Skate skiing feasibility study: investigate the possibility of grooming cross country ski trails for skate skiing	Planning	Operations, Maintenance		staff time	x		
Schmitt Lake concept plan: formalize access and connectivity, identified preferred uses	Planning	Operations, NR, Engineering, Maintenance		staff time	x		
Eastern Massasauga Rattlesnake population assessment and habitat improvements	NR	Int.	Consultants	\$55,000.00	x		
Fisheries feasibility assessment throughout park	NR	Operations, Planning	MDNR	TBD	x		
Grassland Management Plan (biennial review)	NR	Operations, Interpretive		TBD	x	x	x
Deer program evaluation (vegetation study)	NR	Interpretive	Contractors	\$30,000.00	x		x
Partnerships for recreation and educational programming	Operations	Interpretive	community partners	Staff time, TBD	x	x	x

Action Plan

Key Project Map



Action Plan

Key Projects

Hike-Bike Trail Connectivity Improvements

2018-2022

The hike-bike trail is five miles of paved trail that extends north of Timberland Lake to total an eight mile round trip. By extending the trail to Timberland Lake and also eastward into the park, a loop system will be created. Improvements for accessibility will be made and the development of restroom facilities will be evaluated. Trail heads and access to hike-bike trail closer to park entrance will also be evaluated and improved.

Needs:

- Connectivity to significant resources
- Accessibility
- Expansion throughout park

Solutions:

- Trail extension to Timberland Lake
- Provide trail users with bathrooms and meet accessibility standards
- Carry out trail extensions for easier access and trail usage



Park Office Building Use Strategy

2018-2022

The park office will be studied for potential adaptive reuse strategies with consideration for accessibility. The building was formerly used as the park nature center prior to the EDC being built. The building currently holds both the park office and meeting rooms for staff while the surrounding area outside the building includes a demonstration native planting garden and nature trails.

Needs:

- Underutilized
- Accessibility
- Modernization

- Consider new attractions and uses
- Improve restroom access and public gathering place
- Updates to facility



EDC Selective Redevelopment Strategy

2023-2027

The EDC features a number of classrooms, including an underwater pond viewing room and caters to special events including wedding receptions. The event room is a stunning venue for parties or banquets. The 200-capacity room overlooks the pond and open meadows. The facility is highlighted by 60 acres of restored native prairie ecosystems as part of the overall park.

Needs:

- Storage capacity
- Maintenance
- Special events

Solutions:

- Accessory Structures
- Invasive species removal and pond dome cleaning
- Marketing



Schmitt Lake Concept Plan

2018-2022

In 2009, the property which includes Schmitt Lake was purchased with a Michigan Natural Resources Trust Fund grant. A plan to enable greater access to the lake and rustic trails will be needed over the next few years. A concept plan will be developed balancing the need for access with the restoration of natural features.

Needs:

- Connect park with new property
- Removal of invasive species
- Water access

- Former trail connector
- Parking lot/trail head
- Vegetation management



Action Plan

South Meadowlark Playground Removal and Spray 'N' 2023-2027 **Play Selective Redevelopment Plan**

The South Meadowlark Playground is a 25 year old wooden structure slated for demolition in 2021. The relocation of this play area to the adjacent Spray 'N' Play area at North Meadowlark will be explored. The removal of the fence maze is being considered to make room for a large 5-12 play structure adjacent to the existing 2-5 play area. Other strategies to activate this area include the possible addition of a new restroom facility, improved sidewalk connections to existing shelters and restrooms, construction of a trail connector to the Farmland Nature Trail, and construction of a trailhead structure for the hike-bike trail, nature trails, and cross country ski trail within the park. A swing and slide at South Meadowlark may replace the wooden play structure that will be removed. Staff will also be considering potential on-leash dog friendly facilities.

Needs:

- Enhanced playground and splash pad experience
- Improved restroom and picnic shelter access
- ADA compliant facilities
- Improved trail access
- Improved signage and wayfinding
- Desire to have dog friendly park facilities .

Solutions:

- South Meadowlark playground removal/relocation
- Accessible pathway construction to restrooms and shelters
- Installation of new trailhead structure and wayfinding signs
- Addition of on-leash dog friendly facilities

Natural Resources Management

2018-2022

Limited development and recreation is allowed in the high quality protected natural resource areas of the park. Continued as top priorities in the park, efforts including sustainability initiatives, vegetation and invasive species management, and habitat restoration will be performed by the Natural Resources staff.

Needs:

- Continue maintaining and restoring high quality natural resource conditions
- Natural systems take precedence over visitor accommodation
- Protect important habitat

- Continue vegetation and invasive species management
- Sustainability initiatives
- Wetland complex restoration





Action Plan

Other Projects

• Underground Storage Tank Replacement with Aboveground Storage Tank at Golf Course

The continued efforts for closure of underground fuel storage tanks and replacement with aboveground storage tanks in line with regulatory compliance.

• Outdoor Art Initiative

The park will pursue developing an environmentally-themed art installation initiative. Consideration for place making with art will be evaluated throughout the entire park.

• Population and Habitat Assessment of the eastern massasauga rattlesnake

The Natural Resources Department's near-term project focus will include the population and habitat assessment for the eastern massasauga rattlesnake, a federally designated threatened species.

• Fisheries feasibility assessment throughout park

The park will evaluate fisheries in the park including habitat, fish barriers, and maintenance of the ecological integrity of land based activities.

• Wetland Complex Restoration

Work with non government organizations and Michigan Department of Natural Resources on restoration efforts of wooded and prairie wetlands within the park.

• Vegetation and invasive species management

The park will continue to manage vegetation (both woody and non-woody) following park guidelines to assist in the maintenance or increase of native vegetation diversity while controlling invasive species.

- Interpretive signage improvements- nature trails and EMR managed lands
- Trail wayfinding signage improvements
- Comprehensive wildlife surveys and mapping (birds, insects, freshwater mussels)
- New maintenance building strategy: consolidation of maintenance activities to one site



BOARD MEMBERS

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EXECUTIVE STAFF

Michael Reese Acting Director **David Kirbach** Deputy Director



To:Board of CommissionersFrom:Nina Kelly, Manager of PlanningSubject:Approval – Ralph C. Wilson, Jr. Fund Grant ApplicationLocation:Stony Creek Metropark, Macomb CountyDate:December 7, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' approve staff to submit an application for grant funding to the Community Foundation for Southeast Michigan (CFSEM) Ralph C. Wilson, Jr. Fund for design services to redevelop the multi-use natural surface Shelden and Trolley trails at Stony Creek Metropark as recommended by Manager of Planning Nina Kelly and staff.

Fiscal Impact: There will be no immediate fiscal impact to the Metroparks.

Background: The Stony Creek Master Plan was approved by the Board at the Aug. 11, 2016 meeting. The local mountain bike community, represented by the Clinton River Area Mountain Bike Association (CRAMBA), was very engaged during the planning process, helping to identify issues with the existing trail network (Shelden and Trolley Trails) at the park. These trails are used by hikers, mountain bikers (including fat tire cyclists) and cross country skiers.

Surface quality, safety, sustainability, conflicts between user groups, lack of connectivity between the two sites and inadequate signage are all issues that have led to the need to re-evaluate the trails and develop a sustainable, multi-use design for expansion and redevelopment.

At its Sept. 14, 2017 meeting, the Board approved a Memorandum of Understanding between the Metroparks and CRAMBA, which included a statement that says the Metroparks "will work in direct coordination with CRAMBA-IMBA to assess the existing Trails, design new Trails and routes, and implement any redevelopment plans."

The Design and Access Fund of the CFSEM Wilson Legacy Funds supports the pre-planning, development, and/or construction costs of projects related to increasing the walkability and bikeability of local communities and/or increasing recreational activities within the region. The grant will fund projects up to \$50,000.

If awarded, Metroparks staff would issue a request for proposals for the redesign of the two trail networks. The following goals would guide the design process:

- Create exceptional year-round trail facilities for multiple user groups
- Improve safety for all trail users
- Improve trail access and navigability via signage for all trail users
- Mitigate potential negative impacts to biodiversity areas
- Potentially increase the number of trail miles
- Create a defined loop of single-track mountain bike trail

The planning and design phase of this project would occur over a period of approximately six months, and would include an existing conditions assessment of the trails and the surrounding natural features, working meetings with stakeholders representing trail user groups to solicit feedback and a presentation to the Board requesting approval of a conceptual design. Implementation of the final design would be anticipated in 2019.

Attachments: Map of Sheldon and Trolley Trails at Stony Creek Pages from the Approved Stony Creek Master Plan





Action Plan

Infrastructure / Small Facilities

Description	Dept. Lead	Other Depts.	Other Partners	Cost Estimate	Short-Term (2017-2021)	Mid-Term (2022-2026)	Long-Term (10+ years)
Road paving projects (list developed annually)	Engineering			various	x	x	x
Other pavement projects (list developed annually)	Engineering			various	x	x	x
Dam (2) mechanism/assembly redevelopment	Engineering		Consultant - engineer				x
Accessibility improvements, including interiors and walkways - parkwide	Engineering	Planning	Contractors	various	x	x	
Picnic shelter-comfort station co- location projects	Engineering	Planning					x
Shelden & Trolley trail systems redevelopment	Planning	Engineering, NR	CRAMBA-IMBA	TBD	x		
Buckhorn disc golf building replacement	Engineering	Planning		TBD		x	
Re-align paved trails to further separate road and recreational cyclists (multiple areas)	Engineering	Planning		TBD	x		





Shelden + Trolley Trails

2017-2021

The Shelden trails run through the serene, historic western segment of the park and host several different user groups that sometimes conflict: mountain and fat tire bikers, hikers with and without pets, and cross country skiers. The Trolley Trails near the park entrance support these uses, offering a Skills Course with obstacles for mountain bikers and trails open to mountain and fat tire biking and hiking. All users of these trails would like to see dedicated trails expanded and protected from conflicted areas. In addition, the Shelden Trails are located in a designated biodiversity area, necessitating sensitivity when considering land use changes. The Clinton River Area Mountain Bike Association, a chapter of the International Mountain Bicycling Association (CRAMBA-IMBA) dedicates volunteer hours to maintaining these trails and will be consulted in the potential reorganization of trails open to mountain biking.

Issues:

- Desire for more single track than currently available
- Lack of connectivity between two sites
- Conflicts among user groups
- Inadequate signage

Solutions:

- Implement new trails organization including expanded single track
- Create link between the two sites
- Set aside more dedicated user trails and better educate public
- Install improved signage

Baypoint Beach & Boat Rental

2017-2021

Built in 1963 and 1970, respectively, the Baypoint Beach and Boat Rental areas have great potential due to their prime locations, but are in need of rethinking to reflect changing recreation trends and infrastructure management. Baypoint Beach has a different character from Eastwood, used more for casual leisure time and group events than family outings. As a result it is somewhat underutilized and has excess parking space. The Boat Rental, meanwhile, has been growing in popularity and is in need of more parking capacity. Going forward, reimagining Baypoint and connecting the two areas to better serve demand will be priorities.

Issues:

- Outdated buildings and restrooms
- Lack of picnicking areas
- Lack of connectivity between the two sites

- Construct new building with improved amenities
- Install accessible kayak launch
- Reconfigure parking lot and relocate trail to minimize conflict





HURON-CLINTON METROPOLITAN AUTHORITY

To:	Board of Commissioners
From:	Mike Brahm-Henkel, Manager of Engineering
Project No:	715-17-021
Project Title:	Bids – Golf Course Cart Path Repairs
Project Type:	Major Maintenance
Location:	Indian Springs Metropark, Oakland County Michigan
Date:	December 7, 2017

Bids Received: November 16, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 715-17-021 to the low responsive, responsible bidder, Total Asphalt Paving, Inc., in the amount of \$56,390; and (2) approve a \$46,390 transfer from the Lake Erie Major Maintenance Unallocated account to the Indian Springs Major Maintenance Unallocated account as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Fiscal Impact: The project amount of \$56,390.00 is over budget by \$46,390. In the 2017 approved budget, \$10,000 was allocated for asphalt repairs. Funds are currently available in the unallocated Major Maintenance account for Lake Erie.

Scope of Work: The repairs include asphalt surface removal, replacement of pavement sections and approximately 1200 feet of asphalt overlay on the Golf Course cart path and all incidental construction.

Background: This project will provide the repair and replacement of deteriorated sections of asphalt cart paths; the project entails more repair work than originally anticipated. During the design of the project other areas were identified as needing repair. Since staff will have a contractor on site, and already mobilized it is efficient to address this added work at this time. If a separate project is needed to address issue this in a subsequent time frame, additional mobilization fees would be incurred.

<u>Contractor</u> Total Asphalt Paving, Inc. James P. Contracting, Inc	<u>City</u> Washington Twp. Washington	<u>Amount</u> \$56,390.00 \$71,776.75
Budget Amount for Contract Services and Adr	ninistration	\$10,000.00
Work Order Amount Contract Amount Total Asphalt Paving Inc. Contract Administration Total Proposed Work Order Amount		\$56,390.00 <u>\$_2,000.00</u> \$58,390.00

Attachment: Photos of Current Golf Cart Conditions
Current Golf Cart Conditions at Indian Springs





HURON-CLINTON METROPOLITAN AUTHORITY

To:	Board of Commissioners
From:	Mike Brahm-Henkel, Manager of Engineering
Project No:	900-17-011
Project Title:	Bids – Sidewalk Repairs
Project Type:	Major Maintenance
Location:	Lake Erie and Willow Metroparks, Wayne County Michigan
Date:	December 7, 2017

Bids Received: November 16, 2017

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 900-17-011 to the low responsive, responsible bidder, Fiore Enterprises, LLC, in the amount of \$102,253.75; and (2) approve the transfer of \$27,253.75 from the Lake Erie Major Maintenance Unallocated account to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Fiscal Impact: The \$102,253.75 project amount is over budget by \$27,253.75 In the 2017 approved budget, \$60,000 was allocated for Lake Erie and \$15,000 for Willow. Funds are currently available in the Lake Erie Major Maintenance Unallocated account to cover the overage.

Scope of Work: The work includes sidewalk repairs, accessible parking improvements at the park office, Marshlands Museum, Great Wave Area and Marina Office at Lake Erie Metropark, and concrete repairs at the Golf Starter Building at Willow Metropark.

Background: This project will provide repairs to the concrete sidewalks which have deteriorated sections. The project entails more repair work than originally anticipated. During the design of the project other areas were identified as in need of repair. Since there will be a contractor on site and already mobilized, it is efficient to address this added work at this time. If a separate project is let to address this in a subsequent time frame additional mobilization fees would be incurred.

Contractor Fiore Enterprises LLC DP Schweihofer Excavating, Inc. McCarthy Construction Company, Inc. Dave's Contracting, Inc. DSP Constructors GM & Sons, Inc.	<u>City</u> Waterford St. Clair Commerce Twp. Dearborn Novi Whitmore Lake	Amount \$102,253.75 \$107,778.00 \$120,597.50 \$122,000.00 \$128,342.21 \$146,725.00
Budget Amount for Contract Services and Adminis Repair Sidewalks Park Wide Repair Concrete at Golf Starter Building Total		\$ 60,000.00 <u>\$ 15,000.00</u> \$ 75,000.00
Work Order Amount Contract Amount Fiore Enterprises, LLC. Contract Administration Total Proposed Work Order Amount (Roun	ded)	\$102,253.75 <u>\$3,000.00</u> \$105,254.00

Attachment: Photos of Current Sidewalk Conditions

Current sidewalk conditions at Willow and Lake Erie





Lake Erie Park Office

Lake Erie Marina



Lake Erie Marina

Lake Erie Great Wave Pool Area

		MONTHLY VEH	HICLE ENTRIES		MONTHLY TOLL REVENUE								
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous	Р	rev 3 Yr Avg	Change from Average		
Lake St Clair	13,772	16,143	14,009	-2%	\$	53,389	\$	51,996	\$	26,435	102%		
Wolcott Mill	4,037	4,350	4,129	-2%	\$	1,766	\$	2,152	\$	818	116%		
Stony Creek	19,538	25,308	21,945	-11%	\$	40,994	\$	51,090	\$	38,662	6%		
Indian Springs	3,105	4,725	3,993	-22%	\$	5,412	\$	9,739	\$	6,438	-16%		
Kensington	35,418	42,664	43,177	-18%	\$	55,508	\$	71,737	\$	50,553	10%		
Huron Meadows	4,044	6,122	4,818	-16%	\$	4,724	\$	5,790	\$	3,590	32%		
Hudson Mills	9,670	12,394	10,663	-9%	\$	14,576	\$	16,420	\$	13,408	9%		
Lower Huron/Willow/Oakwoods	32,789	33,999	31,184	5%	\$	12,585	\$	19,158	\$	12,667	-1%		
Lake Erie	7,559	10,349	9,628	-21%	\$	16,686	\$	21,787	\$	16,362	2%		
Monthly TOTALS	129,932	156,054	143,546	-9%	\$	205,640	\$	249,869	\$	168,934	22%		

		Y-T-D VEHIC	LE ENTRIES		Y-T-D TOLL REVENUE							
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous		Prev 3 Yr Avg	Change from Average	
Lake St Clair	386,001	381,206	371,490	4%	\$	1,451,930	\$	1,546,213	\$	1,330,144	9%	
Wolcott Mill	81,058	64,730	58,199	39%	\$	54,826	\$	8,286	\$	3,425	1501%	
Stony Creek	523,028	532,339	514,052	2%	\$	2,349,500	\$	2,310,191	\$	1,964,619	20%	
Indian Springs	85,988	90,992	85,062	1%	\$	268,691	\$	298,816	\$	256,861	5%	
Kensington	725,514	741,836	740,609	-2%	\$	2,616,782	\$	2,417,578	\$	2,017,216	30%	
Huron Meadows	91,619	95,950	90,985	1%	\$	77,052	\$	81,533	\$	79,104	-3%	
Hudson Mills	201,382	202,819	202,729	-1%	\$	539,137	\$	515,467	\$	469,042	15%	
Lower Huron/Willow/Oakwoods	545,150	520,627	501,193	9%	\$	1,032,898	\$	1,083,562	\$	921,048	12%	
Lake Erie	183,151	193,411	173,307	6%	\$	575,071	\$	593,952	\$	520,466	10%	
Monthly TOTALS	2,822,891	2,823,910	2,737,625	3%	\$	8,965,887	\$	8,855,598	\$	7,561,925	19%	

		MONTHLY PA	ARK REVENUE				Y-T-D PARK	REVENUE	
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average	Curre	ent	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 58,903	\$ 57,101	\$ 30,906	91%	\$ 2,169	9,541	\$ 2,296,571	\$ 1,986,451	9%
Wolcott Mill	\$ 27,183	\$ 31,966	\$ 26,786	1%	\$ 265	5,228	\$ 588,753	\$ 531,507	-50%
Stony Creek	\$ 71,242	\$ 78,584	\$ 64,348	11%	\$ 3,97	7,319	\$ 4,010,289	\$ 3,564,893	12%
Indian Springs	\$ 18,144	\$ 39,497	\$ 28,134	-36%	\$ 1,097	1,021	\$ 1,148,310	\$ 1,063,269	3%
Kensington	\$ 89,164	\$ 129,791	\$ 92,998	-4%	\$ 4,556	6,248	\$ 4,380,477	\$ 3,849,637	18%
Huron Meadows	\$ 14,022	\$ 39,520	\$ 24,540	-43%	\$ 880	0,835	\$ 902,003	\$ 840,908	5%
Hudson Mills	\$ 20,925	\$ 26,498	\$ 22,744	-8%	\$ 1,086	6,037	\$ 1,056,255	\$ 1,003,844	8%
Lower Huron/Willow/Oakwoods	\$ 26,395	\$ 44,868	\$ 28,414	-7%	\$ 2,742	2,264	\$ 3,021,155	\$ 2,699,828	2%
Lake Erie	\$ 22,029	\$ 41,759	\$ 28,211	-22%	\$ 1,640	0,305	\$ 1,749,527	\$ 1,614,691	2%
Y-T-D TOTALS	\$ 348,008	\$ 489,584	\$ 347,080	0%	\$ 18,408	8,798	\$ 19,153,340	\$ 17,155,028	7%

	Y-T	-D Vehicle Entries	by Management	Unit	Y-	T-D Total Revenue I	by Management Un	it
District	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	990,087	978,275	943,741	5%	6,412,088	6,895,613	6,082,851	5%
Western	1,104,503	1,131,597	1,119,385	-1%	7,614,141	7,487,045	6,757,658	13%
Southern	728,301	714,038	674,499	8%	4,382,569	4,770,682	4,314,519	2%

		MONTHLY	Y ROUNDS		MONTHLY REVENUE							
GOLF THIS MONTH	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous		Prev 3 Yr Avg	Change from Average	
Stony Creek	239	670	570	-58%	\$	5,017	\$	16,373	\$	13,324	-62%	
Indian Springs	311	928	583	-47%	\$	6,394	\$	19,449	\$	12,072	-47%	
Kensington	413	1,412	852	-52%	\$	9,407	\$	26,726	\$	16,754	-44%	
Huron Meadows	401	1,267	816	-51%	\$	9,298	\$	33,530	\$	19,185	-52%	
Hudson Mills	70	253	255	-73%	\$	1,787	\$	5,516	\$	4,530	-61%	
Willow	223	939	552	-60%	\$	4,331	\$	19,944	\$	11,406	-62%	
Lake Erie	242	836	478	-49%	\$	3,729	\$	18,260	\$	9,360	-60%	
Total Regulation	1,899	6,305	4,106	-54%	\$	39,963	\$	139,798	\$	86,631	-54%	
LSC Par 3	0	0	10	-	\$	-	\$	-	\$	54	-	
LSC Foot Golf	0	0	0	-	\$	-	\$	-	\$	-	-	
Total Golf	1,899	6,305	4,116	-54%	\$	39,963	\$	139,798	\$	86,685	-54%	
		GOLF ROUNDS Y-T-D						GOLF REVI	ENU	E Y-T-D		
GOLF Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous		Prev 3 Yr Avg	Change from Average	
Stony Creek	29,605	29,948	29,742	0%	\$	946,659	\$	958,622	\$	871,336	9%	
Indian Springs	24,483	23,434	23,541	4%	\$	691,404	\$	573,994	\$	562,308	23%	
Kensington	29,574	30,155	28,969	2%	\$	892,544	\$	740,654	\$	699,438	28%	
Huron Meadows	26,119	25,806	24,465	7%	\$	789,842	\$	797,728	\$	672,843	17%	
Hudson Mills	16,707	15,686	15,997	4%	\$	402,479	\$	378,170	\$	336,216	20%	
Willow	22,117	25,504	23,182	-5%	\$	625,454	\$	701,238	\$	638,708	-2%	
Lake Erie	22,739	25,282	23,848	-5%	\$	636,726	\$	657,977	\$	534,462	19%	
Total Regulation	171,344	175,815	169,743	1%	\$	4,985,107	\$	4,808,383	\$	4,315,312	16%	
LSC Par 3	7,134	7,975	7,845	-9%	\$	43,346	\$	46,592	\$	50,218	-14%	
LSC Foot Golf	788	1,063	812	-3%	\$	5,427	\$	9,094	\$	5,998	-10%	
Total Golf	179,266	189,840	183,494	-2%	\$	5,033,880	\$	4,897,466	\$	4,404,862	14%	
		PATRONS THIS MONTH						MONTHLY	REV	'ENUE		

		PATRONS 1	THIS MONTH					MONTHLY	REVE	ENUE	
AQUATICS THIS MONTH	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous	F	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-	\$	-	\$	-	\$	-	-
Stony Creek Rip Slide	0	0	0	-	\$	-	\$	-	\$	-	-
KMP Splash	0	0	0	-	\$	200	\$	-	\$	-	-
Lower Huron	0	0	0	-	\$	-	\$	-	\$	-	-
Willow	0	0	0	-	\$	-	\$	-	\$	-	-
Lake Erie	0	0	0	-	\$	-	\$	-	\$	-	-
TOTALS	0	0	0	-	\$	200	\$	-	\$	-	-
		PATRO	NS Y-T-D					REVENU	JE Y-	T-D	
AQUATICS Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous	F	Prev 3 Yr Avg	Change from Average
Lake St. Clair	41,488	50,880	49,174	-16%	\$	204,883	\$	255,576	\$	213,476	-4%
Stony Creek Rip Slide	27,943	34,828	35,325	-21%	\$	138,334	\$	182,464	\$	143,136	-3%
KMP Splash	38,298	46,678	45,993	-17%	\$	228,952	\$	274,210	\$	240,835	-5%
Lower Huron	81,096	97,033	93,175	-13%	\$	816,760	\$	958,957	\$	904,570	-10%
Willow	18,328	21,003	19,610	-7%	\$	92,276	\$	106,762	\$	97,437	-5%
Willow Lake Erie		21,003 35,603	19,610 37,718	-7% -24%	\$ \$	92,276 229,709	\$ \$	106,762 284,151	\$ \$	97,437 229,934	-5% 0%

	Seasonal Activities this Month					Monthly Revenue							
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current	F	Previous	Prev 3	3 Yr Avg	Change from Average		
Lake St. Clair													
Welsh Center	2	3	1	100%	\$	1,725	\$	2,400	\$	1,600	8%		
Shelters	7	1	0	2000%	\$	1,600	\$	200	\$	883	81%		
Boat Launches	11	40	51	-78%	\$	-	\$	-	\$	-	-		
Marina	1	0	0	-	\$	28	\$	-	\$	-	-		
Mini-Golf	0	0	0	-	\$	-	\$	-	\$	-	-		
Wolcott													
Activity Center	5	8	6	-21%	\$	450	\$	1,500	\$	828	-46%		
Stony Creek													
Disc Golf Daily	5	15	15	-67%	\$	15	\$	45	\$	51	-70%		
Disc Golf Annual	0	0	0	-	\$	-	\$	-	\$	-	-		
Total Disc Golf	5	15	15	-67%	\$	15	\$	45	\$	51	-70%		
Shelters	9	6	8	17%	\$	2,025	\$	1,325	\$	1,625	25%		
Boat Rental	0	0	0	-	\$	-	\$	-	\$	-	-		
Boat Launches	0	4	4	-	\$	-	\$	-	\$	-	-		
Indian Springs													
Shelters	0	0	0	-	\$	-	\$	-	\$	67	-		
Event Room	3	3	2	29%	\$	5,100	\$	4,100	\$	3,167	61%		
Kensington				1									
Disc Golf Daily	403	644	287	40%	\$	1,209	\$	1,932	\$	798	52%		
Disc Golf Annual	2	56	19	-89%	\$	110	\$	3,080	\$	1,045	-89%		
Total Disc Golf	405	700	306	32%	\$	1,319	\$	5,012	\$	1,843	-28%		
Shelters	10	17	12	-17%	\$	2,925	\$	3,825	\$	2,667	10%		
Boat Rental	0	0	0	-	\$	-	\$	-	\$	-	-		
Huron Meadows				1							I		
Shelters	0	1	0	-	\$	-	\$	200	\$	67	-		
Hudson Mills				1					1		I		
Disc Golf Daily	149	360	326	-54%	\$	447	\$	1,080	\$	898	-50%		
Disc Golf Annual	11	2	2	450%	\$	585	\$	110	\$	107	448%		
Total Disc Golf	160	362	328	-51%	\$	1,032	\$	1,190	\$	1,005	3%		
Shelters	1	1	1	-25%	\$	200	\$	200	\$	267	-25%		
Canoe Rental	0	0	0	-	\$	-	\$	-	\$	-	-		
Lower Huron / Willow / Oakwoods					1						ı 		
Shelters	7	9	7	5%	\$	1,500	\$	2,000	\$	1,483	1%		
Lake Erie					1						ı 		
Shelters	2	2	2	-14%	\$	400	\$	400	\$	467	-14%		
Boat Launches	339	761	562	-40%	\$	-	\$	-	\$	-	-		
Marina	0	0	2	-	\$	40	\$	516	\$	378	-89%		

		Seasonal Ac						Seasonal Re	Il Revenue Y-T-D			
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous	Pr	rev 3 Yr Avg	Change from Average	
Lake St. Clair				- - - -								
Welsh Center	42	28	43	-2%	\$	34,350	\$	23,675	\$	24,258	42%	
Shelters	217	263	374	-42%	\$	64,860	\$	68,245	\$	68,900	-6%	
Boat Launches	5,685	5,299	5,584	2%	\$	-	\$	-	\$	-	-	
Marina	2,872	3,081	3,227	-11%	\$	27,162	\$	22,028	\$	22,718	20%	
Mini-Golf	9,423	7,990	9,169	3%	\$	33,456	\$	28,954	\$	32,724	2%	
Wolcott												
Activity Center	86	109	104	-17%	\$	15,790	\$	16,350	\$	17,535	-10%	
Stony Creek												
Disc Golf Daily	14,163	15,135	17,604	-20%	\$	45,022	\$	45,486	\$	48,001	-6%	
Disc Annual	124	133	97	27%	\$	6,660	\$	6,955	\$	4,738	41%	
Total Disc Golf	14,287	15,268	17,702	-19%	\$	51,682	\$	52,441	\$	52,739	-2%	
Shelters	364	400	386	-6%	\$	81,800	\$	84,185	\$	78,998	4%	
Boat Rental	15,241	17,189	16,598	-8%	\$	161,789	\$	183,197	\$	164,595	-2%	
Boat Launches	763	793	1,534	-50%	\$	-	\$	-	\$	-	-	
Indian Springs									·			
Shelters	21	55	61	-66%	\$	4,050	\$	7,050	\$	7,850	-48%	
Event Room	56	55	47	18%	\$	93,500	\$	108,368	\$	79,269	18%	
Kensington												
Disc Golf Daily	21,321	22,759	24,919	-14%	\$	63,963	\$	68,277	\$	64,983	-2%	
Disc Annual	127	145	149	-15%	\$	6,865	\$	10,735	\$	7,370	-7%	
Total Disc Golf	21,448	22,904	25,068	-14%	\$	70,828	\$	79,012	\$	72,353	-2%	
Shelters	398	398	439	-9%	\$	98,900	\$	102,935	\$	103,160	-4%	
Boat Rental	15,471	18,792	20,096	-23%	\$	213,756	\$	237,767	\$	231,328	-8%	
Huron Meadows												
Shelters	22	26	22	-1%	\$	4,400	\$	4,200	\$	4,133	6%	
Hudson Mills												
Disc Golf Daily	8,969	9,142	10,478	-14%	\$	26,907	\$	27,426	\$	27,428	-2%	
Disc Annual	165	120	132	25%	\$	8,835	\$	6,400	\$	6,532	35%	
Total Disc Golf	9,134	9,262	10,610	-14%	\$	35,742	\$	33,826	\$	33,959	5%	
Shelters	111	103	106	4%	\$	22,600	\$	20,600	\$	21,267	6%	
Canoe Rental	6,034	6,421	6,106	-1%	\$	49,472	\$	28,042	\$	26,835	84%	
Lower Huron / Willow / Oakwood			ı									
Shelters	303	324	310	-2%	\$	65,700	\$	70,625	\$	68,250	-4%	
Lake Erie	•											
Shelters	65	74	73	-11%	\$	14,700	\$	16,600	\$	16,200	-9%	
Boat Launches	15,581	15,854	13,845	13%	\$	-	\$	-	\$	-	-	
Marina	49	174	110	-56%	\$	158,169	\$	178,304	\$	166,781	-5%	

		Cross Country Ski Rental this Month								Cro	oss Country S	Ski Rer	ntal Y-T-D	
PARK	Curi	rent	Prev	rious	Prev 3	Yr Avg	Change from Average		Current		Previous	Pr	ev 3 Yr Avg	Change from Average
Stony Creek	\$	-	\$	-	\$	-	-	\$	574	\$	-	\$	10,639	-
Kensington	\$	-	\$	-	\$	-	-	\$	1,323	\$	3,553	\$	15,615	-92%
Huron Meadows	\$	-	\$	-	\$	-	-	\$	8,227	\$	17,393	\$	20,710	-60%
Hudson Mills	\$	-	\$	-	\$	-	-	\$	-	\$	1,669	\$	6,885	-

		Winter Spor	ts this Month			Winter Spo	orts Y-T-D	
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				, v				
XC Skiers	0	0	0	-	1	6	47	-98%
Ice Skaters	0	0	0	-	0	55	309	-
Sledders	0	0	0	-	0	129	412	-
Ice Fishermen	0	0	0	-	391	1,492	3,936	-90%
Stony Creek	-							
XC Skiers	0	0	20	-	113	115	2,412	- 9 5%
Ice Skaters	0	0	0	-	141	0	358	-61%
Sledders	0	0	72	-	261	1,255	3,717	-93%
Ice Fishermen	0	0	0	-	414	241	573	-28%
Indian Springs	<u>=</u>							
XC Skiers	0	0	2	-	9	68	189	-95%
Sledders	0	0	18	-	69	287	337	-80%
Kensington								
XC Skiers	0	0	0	-	83	564	2,863	-97%
Ice Skaters	0	0	0	-	3	0	788	-100%
Sledders	0	0	101	-	35	2,614	2,649	-99%
Ice Fishermen	0	0	0	-	101	82	932	-89%
Huron Meadows								
XC Skiers	0	0	57	-	1,355	3,525	5,582	-76%
Ice Fishermen	0	0	0	-	4	0	265	-98%
Hudson Mills								
XC Skiers	0	0	17	-	20	297	1,729	-99%
Lower Huron								
Ice Skaters	0	0	0	-	4	35	572	-99%
Willow								
XC Skiers	0	0	1	-	10	10	231	-96%
Sledders	0	0	13	-	67	80	1,835	-96%
Ice Fishing	0	0	0	-	5	11	116	-96%
Lake Erie								
XC Skiers	0	0	1	-	2	2	51	-96%
Sledders	0	0	5	-	5	53	157	-97%
Ice Fishing	0	0	0	-	399	358	1,065	-63%

INTERPRETIVE FACILITIES

PARK		Monthly Pat	trons Served		YTD Patrons Served (total program participants and non-program visitors)					
	(total pr	ogram participants	and non-program	visitors)						
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average		
Lake St Clair	5,288	6,296	5,646	-6%	163,994	141,804	143,103	15%		
Wolcott Mill	2,193	1,219	2,493	-12%	38,122	45,719	42,842	-11%		
Wolcott Farm	1,165	1,862	1,904	-39%	50,859	77,974	75,657	-33%		
Stony Creek	14,746	14,584	13,339	11%	197,832	190,144	183,406	8%		
Eastern Mobile Center	979	376	678	45%	15,438	9,374	12,406	24%		
Indian Springs	3,265	4,233	4,173	-22%	77,555	81,701	81,829	-5%		
Kens NC	15,981	21,519	18,811	-15%	254,338	268,786	260,016	-2%		
Kens Farm	6,094	12,718	7,324	-17%	270,466	275,317	278,005	-3%		
Western Mobile Center	1,436	1,015	1,200	20%	10,127	13,888	19,863	-49%		
Hudson Mills	84	2,623	1,807	-95%	33,121	36,801	38,230	-13%		
Oakwoods	13,250	13,502	14,426	-8%	150,557	150,726	146,297	3%		
Lake Erie	10,181	9,582	9,110	12%	142,007	101,079	103,793	37%		
Southern Mobile Center	533	477	505	6%	12,149	8,281	10,215	19%		
Totals	75,195	90,006	81,415	-8%	1,416,565	1,401,594	1,395,662	1%		

PARK		Monthly Revenue							YTD Revenue					
		Current		Previous		v 3 Yr Avg	Change from Average		Current		Previous		rev 3 Yr Avg	Change from Average
Lake St Clair	\$	681	\$	611	\$	756	-10%	\$	29,290	\$	27,450	\$	23,942	22%
Wolcott Mill	\$	80	\$	133	\$	178	-55%	\$	14,095	\$	15,548	\$	14,474	-3%
Wolcott Farm	\$	1,596	\$	2,630	\$	1,888	-15%	\$	65,516	\$	61,202	\$	55,530	18%
Wagon Rides	\$	153	\$	359	\$	157	-3%	\$	14,420	\$	12,130	\$	10,688	35%
Livestock/Produce	\$	22,404	\$	10,688	\$	15,689	43%	\$	55,086	\$	36,681	\$	56,255	-2%
FARM TOTAL	\$	24,153	\$	13,678	\$	17,734	36%	\$	135,022	\$	110,013	\$	122,473	10%
Stony Creek	\$	1,148	\$	1,267	\$	2,063	-44%	\$	24,244	\$	27,989	\$	26,419	-8%
Eastern Mobile Center	\$	850	\$	-	\$	-	-	\$	5,105	\$	893	\$	298	1615%
Indian Springs	\$	1,238	\$	2,400	\$	1,802	-31%	\$	31,617	\$	34,213	\$	35,502	-11%
Kens NC	\$	5,032	\$	996	\$	1,708	195%	\$	31,786	\$	27,322	\$	25,480	25%
Kens Farm	\$	576	\$	114	\$	3,180	-82%	\$	29,461	\$	90,378	\$	63,165	-53%
Wagon Rides	\$	6,703	\$	6,393	\$	2,765	142%	\$	52,484	\$	40,321	\$	34,159	54%
Livestock/Produce	\$	490	\$	774	\$	417	17%	\$	8,504	\$	15,214	\$	19,150	-56%
FARM TOTAL	\$	7,769	\$	7,281	\$	6,362	22%	\$	90,449	\$	145,913	\$	116,473	-22%
Western Mobile Center	\$	2,275	\$	2,613	\$	1,859	22%	\$	17,492	\$	23,327	\$	20,874	-16%
Hudson Mills	\$	715	\$	322	\$	600	19%	\$	13,958	\$	13,423	\$	13,255	5%
Oakwoods	\$	1,708	\$	2,119	\$	2,309	-26%	\$	21,758	\$	17,734	\$	20,187	8%
Lake Erie	\$	801	\$	655	\$	629	27%	\$	17,779	\$	10,045	\$	9,376	90%
Southern Mobile Center	\$	5,748	\$	1,225	\$	408	1308%	\$	13,235	\$	1,644	\$	548	2315%
Totals	\$	52,198	\$	33,300	\$	36,408	43%	\$	445,830	\$	455,515	\$	429,301	4%

Hudson Mills

Totals

Oakwoods

Lake Erie

		ON-SITE Programs	s and Attendance		OFF-SITE Programs and Attendance						
BREAKDOWN OF ATTENDANCE	CURREN	T YEAR	PREVIOUS YEAR		CURREN	T YEAR	PREVIOUS YEAR				
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance			
Lake St Clair	15	272	19	297	4	324	4	330			
Wolcott Mill	4	114	3	109	-	-	-				
Wolcott Farm	15	482	10	220	-	-	1	27			
Stony Creek	25	696	32	577	-	-	-	-			
Eastern Mobile Center					20	979	10	374			
Indian Springs	26	436	27	453	-	-	8	246			
Kens NC	41	639	27	843	-	-	-	-			
Kens Farm	17	97	30	214	-	-	-				
Western Mobile Center					44	1,436	31	1,015			
Hudson Mills	6	84	6	123	-		-	-			
Oakwoods	10	241	27	647	1	40	-	-			
Lake Erie	5	111	8	100	1	30	-	-			
Southern Mobile Center					19	533	17	477			
Totals	164	3,172	189	3,583	89	3,342	71	2,469			
BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)					·					
	Current	Previous	"ON-SITE" - Statistics includes both programs offered to the public and								
Lake St Clair	4,692	5,669	programs offered to school and scout groups.								
Wolcott Mill	2,079	1,110									
Wolcott Farm	683	1,615	"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.								
Stony Creek	14,050	14,007									
Indian Springs	2,829	3,534									
Kens NC	15,342	20,676			S" - Represents pat						
Kens Farm	5,997	12,504	to view exhibits, walk trails, and generally just enjoy the outdoors.								

2,500

12,855

9,482

83,952

12,969

10,040

68,681