

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**June 6, 2013 – 10:30 a.m.**  
**Lake Erie Metropark - Marshland Museum and Nature Center**

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1. Chairman's Statement
2. Public Participation
3. Minutes
  - a. May 9, 2013 – Regular Meeting
  - b. May 9, 2013 – Closed Session
4. Approval of June 6, 2013 Agenda

**Consent Agenda**

5. **Approval of June 6, 2013 Consent Agenda**
  - a. Vouchers – April
  - b. Financial Statements – April
  - c. Bids – Sanitary Sewer Pump Station Repairs, Willow Metropark (pg. 1)
  - d. Chief Pontiac Program Committee Use Agreement, Kensington Metropark (pg. 3)
  - e. Donations (pg. 15)

**Regular Agenda**

6. Legislative Report
7. Update – Park Superintendents
8. Reports
  - A. *Lake St. Clair Metropark*
    1. Update – Kitchen Compliance (pg. 19)
    2. Bids – Exhaust System (pg. 21)
  - B. *Stony Creek Metropark*
    1. Bids – Rehabilitate Bypass Control System, Stony Lake Lower Dam (pg. 23)
  - C. *Administrative Office*
    1. Approval – Board of Commission Policies (pg. 25)
    2. Update – Major Events/Partnership Contract Template Revision (pg. 33)

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**June 6, 2013 – 10:30 a.m.**  
**Lake Erie Metropark - Marshland Museum and Nature Center**  
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8. Reports
  - C. *Administrative Office*
    3. Legal Counsel Position (pg. 35)
9. Closed Session to Consider Land Acquisition  
*Section 8(d) of the Michigan Open Meetings Act. M.C.L 15.268 (d)*
10. Golf Update
11. Election of Board Officers
12. Director's Report
13. Other Business
14. Commissioners' Comments
15. Motion to Adjourn

The next regular Board of Commissioners meeting will be held Thursday, July 11 2013 at 10:30 a.m. at Kensington Metropark at the Farmhouse Grille.



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 710-13K  
 Project Title: Sanitary Sewer Pump Station Repair  
 Project Type: Major Maintenance  
 Location: Willow Metropark, Wayne County  
 Date: May 28, 2013

Bids Opened: Thursday, May 14, 2013 at 2:00 p.m.

**Scope of Work:** Work includes the removal and replacement of existing pumps, controls and components in the existing sanitary sewer pump station serving the Washago Pond building, including a three horsepower duplex pump and rail system, piping, controls and wiring, Mission M-800 data acquisition system, generator receptacle and transfer switch, and related items. Existing pump station components are aged, deteriorated and failing.

| <u>Contractor</u>                                      | <u>City</u>  | <u>Amount</u>      |
|--|--------------|--------------------|
| J. Ranck Electric, Inc.                                | Mt. Pleasant | \$45,480.00        |
| Lawrence M. Clarke, Inc.                               | Belleville   | \$46,000.00        |
| J. T. Maurer Building Co., Inc.                        | Plymouth     | \$56,900.00        |
| Midwest Power Systems, Inc.                            | Milford      | \$65,500.00        |
| Budget Amount for Contract Services and Administration |              | \$27,000.00        |
| Proposed Work Order Amount                             |              |                    |
| Contract Amount – J. Ranck Electric, Inc. (Rounded)    |              | \$46,000.00        |
| Contract Administration                                |              | <u>\$ 2,000.00</u> |
| Total Proposed Work Order Amount                       |              | \$48,000.00        |

Note: Project is over budget due to the addition of a SCADA system and generator hook up, which was not anticipated in the Budget estimate. If a contract is awarded, it is recommended that \$21,000 be transferred from Fund Balance to cover the difference between low bid and Budget Amount

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

**Recommendation:** That the Board of Commissioners award Contract No. 710-13K to the low responsive, responsible bidder, J. Ranck Electric, Inc. in the amount of \$45,480.00; and that \$21,000 be transferred from Fund Balance, as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Susan Nyquist, Chief Planner  
Subject: Chief Pontiac Program Committee Use Agreement  
Project Title: Living History Village  
Location: Kensington Metropark, Oakland County  
Date: May 28, 2013

Attached for your approval is a Use Agreement between the Huron-Clinton Metroparks and the Chief Pontiac Program Committee (CPPC). By way of background, the Chief Pontiac Program Committee is a group of adult scout leaders who lead scouts and other youth groups on hikes, camp outs and are committed to teaching by way of demonstration historical life skills such as blacksmithing, candle making, and weaving. The CPPC is proposing to construct, at their expense, a living history village at the Farm Center in Kensington Metropark. It will be similar to Greenfield Village on a much smaller scale. When fully developed there will be five shelter-type buildings from where they will conduct their demonstrations. The shelters will be approximately 20-foot square and the entire project will occupy nearly one-half of an acre. The group will accommodate a blacksmith shop, wood fired oven, kitchen, wood crafts, weaving, and life skills, as mutually agreed.

Staff feels that the partnership will be benefit both parties. Programs offered by the CPPC will compliment activities at the Farm and the public will be treated to additional interpretive programming.

**Attachment: Use Agreement – Chief Pontiac Program Committee (CPPC)**

**Recommendation:** That the Board of Commissioners approve the Chief Pontiac Program Committee (CPPC) Use Agreement as recommended by Chief Planner Nyquist and staff.



**AGREEMENT**  
**Huron-Clinton Metropolitan Authority**  
**and**  
**Chief Pontiac Programs Committee**

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**THIS AGREEMENT (“Agreement”)** entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Huron-Clinton Metropolitan Authority (“**Authority**”) and Chief Pontiac Programs Committee (“**CPPC**”), A Michigan nonprofit corporation, 3560 Tara, Highland, MI 48356 (collectively, “**Parties**”).

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

CPPC shall:

- a) Develop, own and operate a Kensington Living History Village (“**KLHV**”) as hereinafter defined, at the **Farm Center (“LOCATION”) at Kensington Metropark (“KMP”), Milford Township, MI** as hereinafter defined.
- b) Develop, own and operate KLHV at the agreed designated LOCATION including but not limited to constructing shelter(s) to accommodate a blacksmith shop, wood fired oven, kitchen, wood crafts, and life skills, as mutually agreed.
- c) Operate as a non-profit corporation dedicated to facilitating hiking, historical, and interpretive programs to the residents of southeast Michigan.
- d) Provide services and instruction and interpretation of arts including (1) blacksmithing, pioneer cooking, woodcraft, fabric arts, and other historic life skills, as mutually agreed.
- e) To the best of its ability: (1) CPPC shall operate commercial and/or historic quality equipment in good condition and free from material defects at the LOCATION specified. (2) Such operations shall be in an environment of complete cooperation with Authority personnel especially when and where facilities will be operated in concert with Authority employees. (3) CPPC shall furnish good, prompt and efficient service adequate to meet all the demands for service at the LOCATION subject to this Agreement. (4) CPPC shall, at all times, comply with the all applicable laws and regulations of the United States, the state of Michigan, the local county, and the municipalities wherein the facilities are located, as applicable to operating KLVC.
- f) In order to facilitate the goals of CPPC to develop the KLHV, the CPPC will be responsible for any and all costs associated with the completion of the project(s), including but not limited to construction drawings, professional fees, permit fees, building materials and supplies, and labor.
- g) CPPC shall be responsible and pay any and all expenses related to providing means of connection to utilities, if applicable. The Authority and the CPPC shall coordinate utility connections.
- h) The Authority will assist the CPPC, at CPPC’s expense, with the provision of phone service, if needed.

- i) CPPC shall at all times provide an active, qualified and competent supervisor who shall be authorized to represent and act for CPPC in matters pertaining to the day to day operation of the facility. The Authority reserves the right to approve the supervisor candidate. If at any time the Authority notifies CPPC that the supervisor or his/her assistant(s) are unsatisfactory, CPPC shall remedy the situation within 48 hours to the Authority's satisfaction. CPPC further agrees to use its best efforts to have at all times sufficient attendants on duty to render adequate service to the public, as shall be determined by the Authority in its sole reasonable judgment.

CPPC and all volunteers shall be clean, courteous, professional, efficient and neat in appearance. They shall be in approved uniforms and/or appropriate historic attire at all times when on duty. Uniforms and/or appropriate historic attire shall be furnished by CPPC at no cost to the Authority.

CPPC shall not accept any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the Authority to CPPC that a person volunteering for CPPC is, in the Authority's reasonable business opinion, disorderly, unsanitary, or otherwise unsatisfactory, CPPC shall remedy the situation to the Authority's reasonable satisfaction, and failing that, the volunteer shall be removed from service at any of the facilities and shall not again be in attendance at any CPPC activity at KLHV facility without prior written consent of the Authority. The Authority's failure to provide notification under this section shall not constitute any waiver by the Authority in respect of CPPC's covenants under this section or consent to a course of conduct by volunteers. CPPC agrees that it will not discriminate against any volunteer or potential volunteer, with respect to race, sex, color, religion, national origin or ancestry. Breach of this covenant will be regarded as a material breach of this Agreement.

- j) CPPC, commencing on the date CPPC first enters upon the LOCATION, in accordance with this Agreement, shall from that time until the expiration or earlier termination of this Agreement, maintain at CPPC's cost, Workers Compensation Insurance, Comprehensive Commercial General Liability Insurance on an Occurrence Form for Personal Injury, Bodily Injury, Property Damage, and Automobile Liability, with the following minimum limits:

| <u><b>Type of Insurance</b></u>    | <u><b>Limit of Liability</b></u>    |
|------------------------------------|-------------------------------------|
| a. Workmen's Compensation          | Statutory                           |
| b. Comprehensive General Liability | Per Person (Occurrence) / Aggregate |
| Bodily and Personal Injury         | \$1,000,000 / \$2,000,000           |
| Property Damage                    | \$1,000,000 / \$2,000,000           |
| c. Automobile Liability            | Per Person (Occurrence) / Aggregate |
| Bodily and Personal Injury         | \$1,000,000 / \$2,000,000           |
| Property Damage                    | \$1,000,000 / \$2,000,000           |

- k) Such policy shall to the extent commercially available include products, completed operations, and contractual liability coverage or endorsements and shall not be self insured by CPPC.
- l) CPPC shall not conduct any activities under this Agreement until it has obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Authority. The limits required above do not limit the liability of CPPC, and any and all deductibles and self insured retentions are the responsibility of CPPC.



- m) CPPC shall provide the Authority with certificates of insurance on a standard ACORD form reflecting all coverages prior to commencing operations and at the Authority's request. CPPC shall provide copies of current policies, with all applicable endorsements and provide contractual liability coverage.
- i. The policy shall provide that it shall not be subject to cancellation or any material change, which would or could affect the Authority. CPPC shall provide the Authority evidence, satisfactory to the Authority, of the payment of the premium thereon.
  - ii. The liability policy obtained by CPPC pursuant to this section and/or relating to CPPC's use of the Location shall include an endorsement stating that the following shall be Additional Insured: "Huron-Clinton Metropolitan Authority, all elected and appointed officials, all employees and volunteers." It is understood and agreed that by naming the Huron-Clinton Metropolitan Authority as additional insured, coverage afforded is considered to be primary and any other insurance the Huron-Clinton Metropolitan Authority may have in effect shall be considered secondary and/or excess.
  - iii. Commercial General Liability Insurance shall include an endorsement stating that it is understood and agreed that the Authority shall receive Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change.
  - iv. The Parties acknowledge and agree that the liability policy coverage minimums set forth in this Agreement shall not limit the liability of CPPC to the Authority or to third parties in connection with CPPC's activities and obligations under this Agreement. The Parties acknowledge and agree that the Authority liability policy coverage set forth in this Agreement shall not limit the liability of the Authority to CPPC and the public or to third parties in connection with the Authority's activities and obligations under this Agreement.
- n) **Indemnity**
1. The CPPC shall defend at its expense, pay on behalf of, hold harmless, and indemnify the Authority, its officers, employees, agents, invitees, elected and appointed officials and volunteers from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses, and reasonable attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting there from, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
    - (a) The ownership, occupancy, operation, or use of the KLHV by the Authority or CPPC;
    - (b) The occupancy, operation or use of the LOCATION by the CPPC;
    - (c) The performance of this Agreement (including future changes and amendments thereto) by CPPC, its employees, agents, representatives, contractors, subcontractors, or volunteers, including but not limited to CPPC's duties under this Agreement;
    - (d) The failure of CPPC, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not

limited to violations of the Americans with Disabilities Act of 1990 (ADA) and any current or future amendments thereto; or

- (e) Any negligent, reckless, or intentional reckless act or omission of CPPC, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of CPPC, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including excluding that of any of the indemnified parties.
- o) The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve CPPC from its obligation to indemnify the Authority as required herein.
- p) **Site Plan** – The Authority grants permission to the CPPC to use the LOCATION described as approximately one-half acre in size, and within Kensington Metropark in Milford Township and generally described as the SW ¼, of the NE ¼, of the NW ¼, of the SE ¼, of the SW ¼ of Section 21 of Milford Township, MI in accordance with the attached site plan (Attachment A) for the KLHV pursuant to the terms and conditions of this Agreement. The Authority shall be responsible for obtaining the required site plan approval from Milford Charter Township for development at this LOCATION.
- q) **Construction and Maintenance of Structures** – The CPPC is responsible to develop the KLHV including but not limited to improvements, approved structures, and operate and maintain the same throughout the terms of this Agreement and subsequent extensions. All site improvements and building construction shall be performed in a good and workmanlike manner, shall be approved by the Authority prior to commencement of the work, and shall be in accordance with the site plan approved by Milford Charter Township (Attachment A). The CPPC has the right and obligation to make improvements in accordance with the approved site plan and the terms of this Agreement. The LOCATION and its structures shall be kept in a neat and orderly manner including but not limited to the removal of trash and litter generated by CPPC's operation or by its visitors. Structures should be well maintained with periodic cosmetic improvements such as paint, stain and replacement of worn parts.
- r) **Site Restoration** – Upon scheduled or early termination of the Agreement, or demand for possession of the site by the Authority due to either default or breach of this Agreement by CPPC, the CPPC shall be responsible for using reasonable efforts to return the site to its original condition, removing all improvements and structures and completely restoring the grounds as directed by the Authority unless alternate arrangements are otherwise agreed upon in writing by both parties.
- s) **Permitted Use** - The Authority hereby grants a revocable nonexclusive license to the CPPC for use of the LOCATION for the KLHV. The CPPC may use the LOCATION only for the use permitted pursuant to this Agreement and for no other purpose.
- t) **Site Security** - As part of any security operations at the Kensington Farm Center, the Authority may patrol the CPPC site. However, it is the responsibility of the CPPC to take measures necessary to secure the site and structures; and to make repairs in the event of damages incurred by a breach of security. The Authority shall not for any reason be responsible for material or property damages, including those caused by theft, fire, or Acts of God and general causes of Force Majeure.

**u) Operations**

- i. CPPC shall not operate at KLHV any time when unsafe weather conditions exist or are imminent, as determined by KMP in its sole discretion.
- ii. KMP Park Operations staff has the discretion to limit hours of operation of CPPC at KLHV if the operation conflicts with another park event.
- iii. Fees and charges, if applicable, will be set by CPPC. The Authority reserves the right to approve rates, which approval will not be unreasonably withheld.
- iv. Dates of operation will be established and agreed to by both parties on an annual basis; during which the hours of operation will be 9:00 a.m. to sunset, unless otherwise agreed. Requests to operate outside of established regular Park Operating Hours shall be pre-approved in writing by authorized KMP staff.

- v) CPPC shall procure at its own expense all required permits, licenses and meet all applicable operating, building, health and fire codes regarding KLHV. It is the financial responsibility of CPPC to ensure that equipment for KLVC meets all State and Health Department Requirements.

**w) Term and Termination**

The term of this Agreement ("Term") shall for ten (10) years commencing on \_\_\_\_\_, 2013. This Agreement may be extended only by mutual written agreement of the parties.

This Agreement may be terminated by either party for any reason, effective immediately upon providing written notice of termination to the other party. CPPC shall have 90 days after termination to remove the KLHV including but not necessarily limited to all tangible personal property it has provided, fixtures and items such as bellows, anvils, tools, benches, cooking equipment, and to restore the site as required by Section r.

**x) Notification**

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been given when personally delivered or when sent by certified mail, postage prepaid with return receipt requested, at the address listed below. Either party may change the below-listed address at which it receives written notices by providing notice of such change to the other party in accordance with this paragraph.

Chief Pontiac Programs Committee  
Richard Russell  
3560 Tara  
Highland, MI 48356  
248-887-316  
Cell: 248-563-7428

Huron-Clinton Metropolitan Authority  
Susan Nyquist  
13000 High Ridge Drive  
Brighton, MI 48114  
810-494-6025

## **Miscellaneous Provisions**

- a) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties. Any provision hereof which imposes upon the Authority or CPPC an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof.
- b) This Agreement encompasses the entire Agreement between the parties and there are no other Agreements of understandings, either written or oral.
- c) The General Terms and Conditions attached hereto as Attachment B are hereby incorporated into this Agreement in full by reference.
- d) This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.
- e) Should any part or provision of this Agreement be adjudicated inoperative or invalid the remaining provisions of the Agreement will remain in effect and operate as if the invalid or inoperative provision had never existed.
- f) This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Michigan. Venue for state court actions shall be in the circuit court of Oakland County, at the option of the Authority. Venue for federal court actions shall be in the Eastern District of Michigan. Each party waives any defense of improper or inconvenient venue as to either court or consents to personal jurisdiction in either court.
- g) CPPC and its employees, agents, volunteers and contractors are not employees of the Authority for any purpose whatsoever, including but not limited to, unemployment tax, social security contributions, income tax withholding, or workers compensation, whether state or federal. CPPC shall pay and be solely responsible for all applicable taxes, both state and federal, in connection with its operations at the LOCATION.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**Witnessed**

**Huron-Clinton Metropolitan Authority**

\_\_\_\_\_ By:

\_\_\_\_\_  
John P. McCulloch, Director

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

**Witnessed**

**Chief Pontiac Programs Committee**  
**A Michigan Non Profit Corporation**

\_\_\_\_\_ By:

\_\_\_\_\_  
Richard Russell, Chairman

\_\_\_\_\_ And:

\_\_\_\_\_

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

**Attachment A**

**CPPC Site Plan as referenced in section P**

**Will be available at the June 6 Commission Meeting**

## GENERAL TERMS AND CONDITIONS

### 1. **INSPECTION OF EQUIPMENT AND PREMISES**

It is agreed that the site, structures, equipment and premises may be inspected at any time by authorized representatives of the Authority. CPPC agrees that, if notified by the Authority or such representatives, that the condition of any part of the premises or the facilities thereof is unsatisfactory, CPPC will immediately use reasonable business efforts to attempt to remedy the same.

### 2. **USE OF FACILITIES**

It is expressly understood and agreed that no building, parcel, structure, equipment or space is leased to CPPC; and CPPC is entitled to operate only so long as each and every stipulation and condition in this Agreement is complied with and conformed to. CPPC agrees not to use nor to permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any action or business in violation of any Federal, State, or Municipal Law, ordinance, rules, order or regulation of the Authority now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the Authority and the individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expenses or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation-occasioned by any act, neglect or omission of CPPC, or any employee, person or occupant for the time being of said premises (or operation thereof) to be objectionable or improper.

### 3. **ALTERATIONS**

Any alterations of the LOCATION for electricity, power, gas, water, sewer, drain pipes, refrigeration or other fixtures necessary for the operation of this Agreement shall be made at the sole expense of CPPC, after written approval of said alteration by the Authority.

### 4. **FLAMMABLES**

CPPC shall not use or permit the storage of any hazardous or flammables at the LOCATION.

### 5. **SANITATION**

CPPC agrees to keep clean and in a sanitary condition, all premises used and also the surrounding areas. All refuse and waste materials shall be stored by CPPC and shall be disposed of by CPPC. All State and Local health laws and regulations shall be strictly complied with.

### 6. **MAINTENANCE**

CPPC will be responsible for the maintenance of all equipment. CPPC shall not make any alterations in premises without the written approval of the Authority.

### 7. **ADVERTISING**

CPPC agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him, or elsewhere, or in any newspapers without the prior written approval of the Authority.







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Donations  
Date: May 28, 2013

The following donations were received through May 31, 2013:

1. Laura Shiel made a \$300 cash donation for a bench in memory of Dave Groth to be placed along the nature trail at Kensington Metropark.
2. Shannon Gazdecki made a \$300 cash donation for a bench in memory of her father to be placed along the bike trail at Kensington Metropark.
3. Judith Yaker made a \$300 cash donation for a bench in memory of Jeffrey Jordan to be placed along the nature trail at Kensington Metropark.
4. Mr. and Mrs. Ryan Pepper made a \$300 cash donation to purchase a Autumn Blaze Maple tree in memory of Albert Donadio III and Sarah Pepper to be planted near the gazebo at Lake St. Clair Metropark.
5. Thomas Stuck made a \$400 cash donation to purchase a Sugar Maple tree in memory of Elizabeth Stuck to be planted near Huron Point at Lake St. Clair Metropark.
6. Henry Ford II High School Class of 2011 made a \$400 cash donation to purchase tree in memory of classmate Andrew Cattaneo to be planted at Lake St. Clair Metropark.

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





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Legislative Report  
Date: May 28, 2013

Legislative Consultant George Carr will give Commissioners a verbal report update at the June 6 meeting.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Subject: Update - Kitchen Compliance  
 Project Type: Major Maintenance  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: May 28, 2013

## Background

Under current and prior food service contracts at the Lake St. Clair Metropark Food Bar, the Metroparks is required to provide and maintain facilities and fixed equipment necessary for the food service vendor to conduct its operations. Pursuant to the vendor contract with Kosch Catering in 2012, the Metroparks anticipated the need for repairs to existing kitchen items in 2013. The change in food service vendors triggered a New Food Service Vendor review by the Macomb County Health Department which took place Jan. 31, 2013. This review in turn required that a building electrical and mechanical review be conducted by the Harrison Township Building Department. This review took place Feb. 13, 2013.

Numerous mechanical, electrical and architectural items were cited as non-compliant in these reviews and were required to be corrected. Items needing correction were typically worn, obsolete, failing and aged, having been installed with the original building construction in 1950.

Since January, the Engineering Department has been working to correct the items identified by the Macomb County Health Department and the Harrison Township Building Department, and several projects have been authorized within the Director's approval limit in order to expedite compliance and permit opening of the facility prior to the operating season. Individual expenditures to date, under \$10,000 each, have been charged against the Park Operations Account. These expenditures currently total \$19,298.76.

| <u>Work Completed</u>      | <u>Completed by</u> | <u>Amount</u>      |
|----------------------------|---------------------|--------------------|
| 1. Plan Review             | Harrison Twp.       | \$ 355.00          |
| 2. Floor Repairs           | Hard Floor Rx       | \$ 2,950.00        |
| 3. Rebuild Countertops     | Park Forces         | \$ 2,821.45        |
| 4. Repair Electrical       | Corby Energy        | \$ 2,900.00        |
| 5. Remove Grease Trap      | R.P. Walker         | \$ 340.00          |
| 6. Install New Grease Trap | R. P. Walker        | \$ 9,832.31        |
| 7. Install New FRP Wall    | Bethel Construction | <u>\$ 2,100.00</u> |
| Total Work Completed       |                     | \$19,298.76        |

The existing, obsolete ventilation exhaust systems must be replaced, complete with fire suppression systems, in order to be in compliance with current codes. Bids were received for this work on May 14. To expedite the procurement and work, bids were solicited from three suppliers via direct mail under a compressed timetable. Bids were received as tabulated in the accompanying report. Low bidder and amount for this work is as follows.

Additional Work:

| <u>Exhaust Systems</u>                 | <u>Contractor</u> | <u>Amount</u>       |
|--|-------------------|---------------------|
| 8. Install Exhaust System Food Bar     | Stafford Smith    | \$ 26,000.00        |
| 9. Install Exhaust System Main Kitchen | Stafford Smith    | <u>\$ 28,000.00</u> |
| Total Exhaust System Work              |                   | \$ 54,000.00        |

Additional work must be completed in order to correct deficiencies and be in compliance with current code. This work and its estimated cost, is as follows:

|   |              |
|---|--------------|
| 10. Upgrade Exhaust Roof Penetration (Estimated Amount) | \$ 2,000.00  |
| 11. Lighting (Estimated Amount)                         | \$ 5,000.00  |
| 12. Plumbing (Estimated Amount)                         | \$ 10,000.00 |
| 13. FRP Ceiling (Estimated Amount)                      | \$ 8,000.00  |
| 14. Contract Administration                             | \$ 2,000.00  |

**Total Overall Estimated Project Cost** **\$ 102,298.76**

The total project cost, at \$103,000, is well over the Park's budgeted amount of \$2,500 for building repairs for this facility. It is also more than the Metropark's \$10,000 threshold for Major Maintenance projects. Therefore a Major Maintenance Work Order (702.51-M265) has been prepared in the full amount of the project, and all project costs will be charged against it.

Sufficient funds currently exist in the Lake St. Clair Major Maintenance Budget account to temporarily fund the Work Order, however, to retain existing budgeted projects, it is recommend that the Board authorize a transfer of funds from Fund Balance to the Lake St. Clair Major Maintenance Account in the amount of \$103,000.

**Recommendation:** That the Board of Commissioners authorize a transfer of funds from Fund Balance to the Lake St. Clair Major Maintenance Account (702.99-999) in the amount of \$103,000 as recommended by Manager of Assets and Development, Mike Brahm-Henkel and staff.



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 702-13A  
 Project Title: Exhaust System  
 Project Type: Major Maintenance  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: May 28, 2013

Bids Opened: Thursday, May 14, 2013 at 2:00 p.m.

**Scope of Work:** Work includes the removal and replacement of two food service exhaust ventilation systems complete, with vent hoods, ductwork, fire suppression systems and associated controls. The existing equipment is out of compliance with current food service and mechanical codes, and are aged and deteriorated.

### Part A - Food Bar Exhaust System

| <u>Contractor</u>                | <u>City</u> | <u>Amount</u> |
|----------------------------------|-------------|---------------|
| Stafford Smith, Inc.             | Kalamazoo   | \$ 26,000.00  |
| C&T design Equipment Company     | Troy        | \$ 27,900.00  |
| Great Lakes Hotel Supply Company | Detroit     | \$ 28,243.00  |

### Part B - Main Kitchen Exhaust System

| <u>Contractor</u>                | <u>City</u> | <u>Amount</u> |
|----------------------------------|-------------|---------------|
| Stafford Smith, Inc.             | Kalamazoo   | \$ 28,000.00  |
| C&T design Equipment Company     | Troy        | \$ 30,400.00  |
| Great Lakes Hotel Supply Company | Detroit     | \$ 31,160.00  |

*Note: Bids for this project were solicited via direct mail under a compressed timetable to expedite the opening of the facility.*

**Recommendation:** That the Board of Commissioners award Contract No. 702-13A Part A and Part B to the low responsive, responsible bidder, Stafford Smith, Inc. in the amount of \$26,000.00 and \$28,000.00 respectively as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 509-130  
 Project Title: Rehabilitate By Pass Control System, Stony Lake lower Dam  
 Project Type: Supplemental Major Maintenance  
 Location: Stony Creek Metropark, Macomb County  
 Date: May 28, 2013

Bids Opened: Thursday, May 23, 2013 at 2:00 p.m.

**Scope of Work:** Replace right and left bypass sluice gates. Isolate and dewater all internal chamber of the dam. Place temporary stop plates, bulkheads and bracing to permit confined space entry into dam. Clean by water blasting and inspect all internal chambers and appurtenances: the intake, bypass, buoyancy, and control chambers; associated piping and valves; 30-inch bypass piping; drum gate, seals and struts. Clean and inspect exterior concrete surfaces. Provide repairs as necessary, to include concrete joint repairs, spall repairs, pressure injection of cracks, repairs of miscellaneous metals, piping, valves and appurtenances.

The west bypass sluice gate is currently stuck in a partially-open position, allowing excessive flows to pass, and rendering positive control of lake water level problematic. The east bypass sluice gate has malfunctioned in the past and its future reliability is uncertain. The proper functioning of the bypass sluice gates is critical to the operation of the dam. They were installed as part of the original construction of the dam in 1961 and are now at the end of their service life.

| <u>Contractor</u>                                      | <u>Location</u> | <u>Amount</u>       |
|--|-----------------|---------------------|
| 1. Z Contractors, Inc.                                 | Shelby Twp.     | \$ 395,268.80       |
| 2. Anlaan Corporation                                  | Spring Lake     | \$ 598,900.00       |
| Budget Amount for Contract Services and Administration |                 | \$ 80,000.00        |
| Proposed Work Order Amounts:                           |                 |                     |
| Contract Amount -Z Contractors (Rounded)               |                 | \$ 395,300.00       |
| Contract Administration                                |                 | <u>\$ 15,000.00</u> |
| Total Proposed Work Order Amounts                      |                 | \$ 410,300.00       |

Note: This Project was included as a Capital Improvement item in the 2013 Budget in the amount of \$80,000. The original estimate scope of work included only in-place repair of the existing west sluice gate, with limited dewatering of internal chambers and no additional work anticipated.

Further investigation during design revealed that additional work was warranted, including complete replacement of the east and west sluice gates. This involves complete isolation and dewatering of internal chambers, and more complicated sequencing of control mechanisms. Dewatering of internal chambers and lowering of lake levels below the crest of the dam (necessary to replace the sluice gates) provides the opportunity to perform a more comprehensive cleaning and inspection of internal and external components of the dam, and to perform repair as needed. A more comprehensive inspection and repair project will reduce the likelihood of having to lower lake levels (beyond normal winter level), of providing temporary work and re-entering interior portions of the dam in the near future.

As a key element of park infrastructure having a total repair cost in excess of \$200,000, this project is eligible for funding through the Authority's Supplemental Major Maintenance Fund (SMMF), in accordance with the Board Resolution of Feb. 10, 1994. If the project is funded through the SMMF as recommended, the \$80,000 included in the Capital Improvement Budget for the project is recommended to be returned to Fund Balance.

*The following contractors obtained request for quotes but did not submit a quote: Faust Corporation, Grosse Point Farms; E. C. Korneffel, Trenton; J. F. Cavanaugh Co., Farmington Hills; Gerace Construction Co., Midland; Teltow Contracting, Inc., Casco Twp., MI.*

*This project was reported and publicly advertized in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics One DFS Plan Room, Construction News Service, HCMA Web Site, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan, Michigan Intergovernmental Trade Network (MITN).*

**Recommendation:** That the Board of Commissioners award Contract No. 509-130 to the low responsive, responsible bidder, Z Contractors, Inc. in the amount of \$395,268.80; that funding for the project be provided through the Supplemental Major Maintenance Reserve Fund, and that \$ 80,000 included in the Stony Creek Capital Improvement account be returned to Fund Balanced, as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Proposed Revisions for Board Approved Policies  
Date: May 28, 2013

Attached are three polices requiring Board review. Staff has reviewed and updated the policies to include revisions in policy language, rescinding and outdated policy and including a new policy.

For ease of use, changes with obsolete wording are ~~crossed-out~~ and new language is highlighted in **red**.


Policies for Board approval include the following:

- Affirmative Action (**Rescind/Obsolete – Replace with Non-Discrimination Policy**)
- Free Speech (**Language updated**)
- Non-Discrimination Policy (**New**)

**Attachments: Board of Commission Policies for Approval**

**Recommendation:** That the Board of Commissioners adopt these policies and authorize staff to amend the portion of the Bylaws accordingly; that are affected by the policy changes as recommended by Director McCulloch and staff.



|  |                                    |  |
|--|------------------------------------|--|
|  <b>HURON-CLINTON METROPOLITAN AUTHORITY<br/>Board of Commission Policy</b> | EFFECTIVE DATE: 6/6/2013           |  |
|  | SUPERSEDES POLICY DATED: 11/8/1973 |  |
| <b>AFFIRMATIVE ACTION</b>  | PREPARED BY:                       |  |

**RESCIND AND REPLACE WITH NON-DISCRIMINATION POLICY**

Whereas: The Huron-Clinton Metropolitan Authority is a political subdivision of the State of Michigan.

Whereas: It is the responsibility of the Huron-Clinton Metropolitan Authority to comply with the U.S. Constitution, Presidential Orders, Federal Statutes, the State Constitution and State Laws affecting equal opportunity and the civil rights of all citizens.

Whereas: The Huron-Clinton Metropolitan Authority recognizes its legal and moral responsibility to provide equal opportunities in employment and in the use of its facilities.

Whereas: The Huron-Clinton Metropolitan Authority's Board of Commissioners, on December 11, 1969, did adopt a motion on seeking minority group members for employment and on March 11, 1971 adopted a motion governing affirmative action practices on Purchases and Contracts.

Now, Therefore Be It Resolved That:

- (1) The Huron-Clinton Metropolitan Authority reaffirms its policy that there shall be no discrimination on the basis of race, color, religion, national origin, marital status, age, sex, or disability in the use of its facilities, in the hiring of applicants for employment, in the promotion and treatment of employees, and in the letting of contracts for construction, maintenance or in the supply of goods or services to the Authority.


Be It Further Resolved That:

- (2) The Authority will enact appropriate guidelines and procedures to insure that its equal opportunity objectives are realized in fact.

Resolution adopted by the Board of Commissioners of the Huron-Clinton Metropolitan Authority on November 8, 1973.

Adopted by Board of Commissioners on: \_\_\_\_\_



|   |  |               |
|---|--|---------------|
|  <p style="text-align: center;"><b>REVISED</b><br/>HURON-CLINTON METROPOLITAN AUTHORITY<br/>BOARD OF COMMISSION POLICY</p> | EFFECTIVE DATE: 6/6/2013                               | <b>BC F 1</b> |
|   | SUPERCEDES POLICY DATED: 8/23/2007                     |               |
| <b>FREE SPEECH POLICY</b>   | PREPARED BY: Carol Stone, Administrative Services Mgr. |               |

### LANGUAGE UPDATED

Parks are traditional public forums that citizens may use for purposes of assembly, communicating thoughts, discussing public questions and protest. Peaceful assemblies, public demonstrations and other types of protest are permissible except where such activity will disrupt scheduled events, or will create a hazard to the health, welfare and safety of park visitors, or will destroy park property and/or resources. "Disrupt," as used above, does not include peacefully holding a protest sign at a public meeting or acting in a manner that does not prevent others from participating in the scheduled event, or that does not create a hazard to the health, welfare and safety of park visitors, or that does not destroy park property and/or resources. **The Metroparks reserves the right to establish a designated free speech area during special events held in the parks. Said free speech area shall be readily accessible and visible to event participants.**

Organizers intending to conduct assemblies or public demonstrations on parkland must provide 24 hours notice to the Huron-Clinton Metropolitan Authority if the expected crowd will exceed 75 people **and will be required to provide a certificate of insurance naming the Huron-Clinton Metropolitan Authority as an additional insured.**

Demonstrators may not block traffic or block the path of others using the park. Speech may not be restricted based on the content or view expressed, except that speakers may not (1) use fighting words, which are words that by their very utterance tend to incite an immediate breach of the peace; (2) threaten to physically harm others; or (3) engage in obscene speech or conduct as that term is defined by MCL 752.362(5).

Adopted by Board of Commissioners on: \_\_\_\_\_







|   |  |               |
|---|--|---------------|
| <p style="text-align: center;"><b>NEW</b></p> <p style="text-align: center;"><b>HURON-CLINTON METROPOLITAN AUTHORITY<br/>BOARD OF COMMISSION POLICY</b></p> | EFFECTIVE DATE: 6/6/2013                               | <b>BC N 1</b> |
|   | SUPERCEDES POLICY DATED: New                           |               |
| <b>NON-DISCRIMINATION</b>   | PREPARED BY: Carol Stone, Administrative Services Mgr. |               |

**REPLACES AFFIRMATIVE ACTION POLICY**

The Huron-Clinton Metropolitan Authority shall not discriminate on the basis of race, color, religion, national origin, marital status, age, sex, disability or other factor prohibited by law, in the use of its facilities, in the hiring of applicants for employment, in the promotion and treatment of employees, and in the letting of contracts for construction and maintenance or in the supply of goods or services to the Authority.

Further, employees of the Huron-Clinton Metropolitan Authority shall treat all employees and park patrons with respect and dignity and shall model behavior and foster an environment of acceptance and tolerance for intellectual and physical abilities, socio-economic status, race, ethnicity, religion, language, sexual orientation, family composition, citizenship, immigration status, beliefs, expression, character and other qualities. The Huron-Clinton Metropolitan Authority shall provide appropriate resources to respond to issues which arise from intolerance, bias and prejudice.

Adopted by Board of Commissioners on: \_\_\_\_\_





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: John McCulloch, Director  
 Subject: Event Venue Contract Template Revision for Approval  
 Date: May 28, 2013

Per discussion during the May 9, 2013 Board meeting, The Board approved the "Event Venue Contract" template with the stipulation that a "Dispute Resolution" be added to the contract.

Miller Canfield recommends adding the following dispute resolution language to the template:

***Dispute Resolution:***

- A. *Unless the parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:*
1. *The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.*
  2. *In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The parties may, by mutual written agreement, extend the time periods required under this subparagraph.*
  3. *The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.*
  4. *In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recover of claims at law.*
- B. *During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.*

For reference, staff will use the Event Venue Contract template throughout the Metroparks; and the template will be customized for each new, major event based on the event's specific needs and details.

**Recommendation:** That the Board of Commissioners approve the revised Event Venue Contract Template with the added Dispute Resolution language as recommended by Director McCulloch and staff.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: John McCulloch, Director  
Subject: Legal Counsel Position  
Date: May 28, 2013

The use of contractual legal services to review and advise the Board and staff on contracts and proposals, claims and litigation, FOIA requests, Open Meetings Act, and other regulatory and environmental requirements has reached a level that necessitates a review of the most cost effective way to obtain these services. Further, I believe that it would be beneficial to engage legal counsel in a proactive manner to assist with risk management efforts that assess and reduce potential liability exposure to the Metroparks.

Based on current expenditure levels and the need for a consistent and proactive risk management approach, it would be more cost effective to hire in-house legal counsel. Therefore, it is my recommendation that the Board establish a full-time Legal Counsel position for the Metroparks at a salary range of \$105,000 to \$115,000 per year plus benefits. The salary range was established based on an external salary study of public entities of similar size and the internal pay structure. A proposed job description for the position is attached.

In the event that you have any questions, please don't hesitate to contact me.

**Attachment: Job Description – Legal Counsel**

**Recommendation:** That the Board of Commissioners establish the full-time, non-union position of Legal Counsel with a salary range of \$105,000 to \$115,000 per year plus benefits as recommended by Director John McCulloch and staff.



|   |
|---|
| <b>POSITION DESCRIPTION – CANDIDATE PROFILE</b> |
|---|

**Corporate Counsel**

**SALARY RANGE**

\$105,000 - \$115,000 DOQ plus benefits to include pension, health insurance, dental insurance, vision insurance, life insurance, short & long-term disability insurance and paid leave time.

**GENERAL STATEMENT OF DUTIES**

Under the direction of the Director, positions performs complex professional level work as legal advisor to Board of Commissioners, the Director and Metropark employees.

**SUPERVISION RECEIVED**

This is an at-will position that works under the general direction Director. Required to work independently and exercise judgment.

**SUPERVISION EXERCISED**

Provides legal guidance and direction to department heads and employees.

**ESSENTIAL DUTIES & RESPONSIBILITIES**

- Advises and renders written and oral legal opinions to the Board, Director, department heads and other staff.
- In consultation with risk manager, insurance companies, and outside counsel, judge the merits of major court cases filed against or on behalf of the Metroparks. Assist in developing a strategic defense and recommend to Director & Board settlements of disputes where warranted. Advises risk manager in managing claims on behalf of and against the Metroparks.
- Prepares contracts, deeds, leases, policies, procedures and other legal documents.
- Reviews the legality and/or sufficiency of contracts, bonds, bids, leases and other legal documents.
- Participate in the definition and development of corporate policies, procedures and programs and provide continuing counsel and guidance on legal matters and on legal implications of all matters. Judge the merits of major court cases filed against or on behalf of the company, work with the appropriate to define a strategic defense and approve settlements of disputes where warranted.
- Serve as key lawyer/legal advisor on all major business transactions, including acquisitions, divestitures and joint ventures.
- Attends Board meetings and ensures compliance with Open Meetings Act.
- Assist in responding to Freedom of Information Act requests
- Analyzes and provides recommendations on legislation affecting the Metroparks.
- Researches, interprets, and applies laws, court decisions and provides opinions and recommended course of action to the Director and Board of Commissioners.
- Serve as member of the management team and participate in strategic planning and the development of goals, objectives, policies, and procedures.
- Respond to and resolve difficult and sensitive inquires and complaints.
- Prepare and administer budget.

### **PERIPHERAL DUTIES**

- Attends quarterly meetings of Employee Cooperative Alliance.
- May serve as part of negotiating team for union contracts.

### **MINIMUM QUALIFICATIONS**

- Must possess a Juris Doctorate from an accredited college or university and be a current member in the State Bar of Michigan is required or have the ability to obtain membership within six (6) months of employment.
- Must have a minimum of five (5) years experience practicing law.
- Previous background and experience in government/municipal law is preferred.
- Comprehensive knowledge of parliamentary procedures.
- Ability to communicate and present legal findings in a clear and concise manner.
- Effective written and verbal communications skills including the ability to conduct meetings and make group presentations.
- Ability to establish and maintain effective working relationships with Board, department heads, staff, external organizations and local, state, and federal government organizations.
- Ability to exercise independent judgment.
- Working knowledge of municipal planning, engineering, finance, labor relations, natural resource management and parks and recreation operations is preferred.
- Ability to operate listed tools and equipment.
- Ability to perform essential duties.

### **TOOLS and EQUIPMENT USED**

Personal computer including financial, accounting, payroll, data base, scheduling, publishing, spreadsheet, and word processing software; calculator, copy and fax machines; phone, radios, automobile.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear. The employee is frequently required to use hands to handle, feel or operate objects, tools, or controls; and reach with hands and arms. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Employee generally performs work within an office environment. The noise level is usually quiet. Occasionally, the employee will be required to work in outdoor environments and will be subject to weather conditions to include heat, rain, and snow.



**SELECTION GUIDELINES**

Selection process may include, but is not limited to, any or all of the following: formal application, rating of education and experience, oral interviews, reference check, job related tests, psychological exam, and physical exam to include drug screening.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employee and Huron-Clinton Metropolitan Authority and is subject to change by HCMA based on the needs and requirements of the organization.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: George Phifer, Executive Secretary  
Subject: Board of Commission – Officer Elections  
Date: May 28, 2013

The Huron-Clinton Metropolitan Authority Bylaws read in part:

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

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





Meeting of June 6, 2013

## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Monthly Statistics  
Date: May 28, 2013

The monthly park statistics will be available for distribution at the June Board meeting.