#### AMENDED AGENDA

#### Huron-Clinton Metropolitan Authority Board of Commission Meeting August 9, 2018 – 10:30 a.m. Stony Creek Metropark – Nature Center

- 1. Call to Order
- 2. Chairman's Statement
  - a. Status of Discussions with Detroit Zoological Society
- 3. Public Participation
- **4.** Approval July 12, 2018 Regular Meeting Minutes
- 5. Approval August 9, 2018 Full Agenda

#### **Consent Agenda**

- 6. Approval August 9, 2018 Consent Agenda
  - a. Approval July 2018 Financial Statements and Payment Registers
  - b. Approval July 2018 Appropriation Adjustments pg. 1
  - c. Report Purchases Over \$10,000 pg. 3
  - d. Approval Amended 2018 Tax Levy Rate pg. 4
  - e. Report Marketing/Media Stats pg. 5
  - f. Approval HEART Lab Memorandum of Understanding, Lake St. Clair Metropark pg. 8
  - g. Approval Boat Launch Ramp Replacement Change Order, Stony Creek Metropark pg. 17
  - h. Approval Boat Launch Project Change Order, Kensington Metropark pg. 18
  - Bids Phragmites Control, Various Locations pg. 19

#### Regular Agenda

- 7. Reports
  - **A.** Administrative Department
    - 1. Approval Appointment of Chief of Finance pg. 21
  - **B.** Planning Department
    - Approval Huron Meadows Master Plan pg. 22
    - 2. Approval B2B Development Agreement and Maintenance/Repair Contract pg. 23
    - 3. Letter of Intent for Shoreline Softening Feasibility Study, Lake St. Clair Metropark pg. 34
  - C. Engineering Department
    - 1. Bids Pump Station Replacement, Lake St. Clair Metropark pg. 37
    - 2. Bids Force Main Replacement, Stony Creek Metropark pg. 38
    - 3. Bids Hike-Bike Trail Paving, Stony Creek Metropark pg. 39
- 8. Closed Session For the purpose of consulting with attorney(s) 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.

#### AMENDED AGENDA

# Huron-Clinton Metropolitan Authority Board of Commission Meeting August 9, 2018 – 10:30 a.m. Stony Creek Metropark – Nature Center Page 2

- 9. Other Business
- 10. Staff Leadership Update
- 11. Commissioner Comments
- **12.** Motion to Adjourn

A Pension Committee and Retiree Health Care Trust Meeting will take place prior to the Board meeting

<u>Thursday, Aug. 9, 2018</u> – 9:00 a.m.

Stony Creek Metropark – Nature Center

The next regular Metroparks Board meeting will take place

<u>Thursday, Sept. 13, 2018</u> – <u>10:30 a.m.</u>

Lake Erie Metropark – Pool Food Bar Area



To: Board of Commissioners

From: Rebecca Franchock, Acting Chief of Finance Subject: Approval – July Appropriation Adjustments

Date: August 2, 2018

Action Requested: Motion to Approve

That the Board of Commissioners' approve the July 2018 Appropriation Adjustments as recommended by Acting Chief of Finance 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 the month of July, \$233,885 represents funds transferred within and between the departments to cover over budget accounts or to move funds to the correct account. In addition, expense budgets increased by \$13,265, which is related to funds that have been received from the Foundation or other donors; \$36,137 in donation funds were reflected in an increase to a revenue budget. Finally, there were various adjustments to taxes receivable resulting in a \$95,559 net decrease.

The net impact on Fund Balance is a \$79,687 decrease. These changes can be seen by "Accounting Function and Location" in the attached chart.

Attachment: July Appropriation Adjustments

### Huron-Clinton Metropolitan Authority July 2018 Appropriation Transfer Summary

#### **Expense Accounts**

			In	crease	Decrease	Di	fference
Major Maint	tenance				 _		
	Administration		\$	-	\$ 78,465	\$	(78,465)
	Lake St. Clair			19,194	19,000		194
	Kensington			14,030	-		14,030
	Lower Huron			163,895	131,210		32,685
	Hudson Mills			2,351	5,210		(2,859)
	Stony Creek			2,889	-		2,889
	Lake Erie			16,422	-		16,422
	Indian Springs			15,104	-		15,104
		Total	\$	233,885	\$ 233,885	\$	-
Operations							
•	Lake St. Clair			46,380	46,380		-
	Stony Creek			58,255	58,255		-
	Wolcott Mill			450	450		-
	Administration			53,033	53,033		-
		Total	\$	158,118	\$ 158,118	\$	-
		Total Expense	\$ 39	92,002.51	\$ 392,002.51	\$	-

#### **July 2018 Foundation/Donation Transfer Summary**

Operations			penditure ncrease	evenue crease	Net
	Lake St. Clair		\$ 	\$ 574	\$ (574)
	Kensington		-	1,700	(1,700)
	Lower Huron/Willow/Oakwood	ds	2,372	13,872	(11,500)
	Stony Creek		1,935	1,935	-
	Lake Erie		-	5,000	(5,000)
	Wolcott Mill		1,203	2,870	(1,667)
	Indian Springs		7,755	7,755	-
	Administration		-	2,431	(2,431)
	П	Γotal	\$ 13,265	\$ 36,137	\$ (22,872)

#### **July 2018 Net Tax Revenue Budget Adjustments**

Tax Revenu	ıe		_ •	crease	_	enue ease	 Net
	Current		\$	31,088	\$	-	\$ 31,088
	Prior			64,471		-	64,471
		Total	\$	95,559	\$	-	\$ 95,559



To: Board of Commissioners From: Amy McMillan, Director

Project Title: Report – Purchases over \$10,000

Date: August 2, 2018

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 Director Amy McMillan 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>	Description	<u>Price</u>
Kennedy Industries	Squirt Zone Pump #1 Repair Lake St. Clair	\$13,485.00



To: Board of Commissioners

From: Rebecca Franchock, Acting Chief of Finance Subject: Approval – Amended 2018 Tax Levy Rate

Date: August 2, 2018

#### Action Requested: Motion to Approve Amendment of 2018 Tax Rate

That the Board of Commissioners' approve the amended amounts for (1) the 2018 Tax Rate Request forms at .2129 mills; and (2) the inclusion of "net" tax revenues of \$31,222,434 with an additional \$400,000 for the Property Tax Exemption Loss payment in the 2019 Budget as recommended by Acting Chief of Finance Rebecca Franchock and staff.

**Summary:** At this time, it is necessary for the Board of Commissioners' to certify the requested tax levy rate of 0.2129 mills for each county, **not** 0.2135 mills as previously requested. The result is a reduction of \$90,119 to the approximate net tax levy.

**Background:** The original calculation, approved by the Board of Commissioners in July, was reviewed and approved by the Michigan Treasury Department as is our normal process. Subsequently, an error was found in the calculation resulting in the need to bring this item back to the Board of Commissioners for approval.

The correct calculation for the 2018 tax rate is as follows:

(5)	(6)	(7)	(8)	(9)			
2017 Millage	2018 Current	2018 Millage	Sec 211.34 Truth	Maximum			
Rate Permanently	Year "Headlee"	Rate Permanently	In Assessing or	Allowable			
Reduced by MCL	Millage	Reduced by MCL	Equalization	Millage			
2.1134d	Reduction	211.34d	Millage Rollback	Levy			
"Headlee"	Fraction	"Headlee"	Fraction				
0.2140	.09950	.02129	1.000	0.2129			
Maxi	Maximum Allowable Millage Levy = 0.2140 x 0.9950 = 0.212930						

The original calculation did not include the correct Millage Rate for 2017, therefore it resulted in an incorrect rate of 0.2135.

The following breakdown details the amended "net" tax revenues recommended to be used for the 2019 Budget.

County	2018/19 Gross Tax Levy	Estimated Captured Taxes	2018/19 Net Tax Levy
Livingston	\$ 1,890,156	\$ (30,000)	\$ 1,860,156
Macomb	5,765,456	(20,000)	5,745,456
Oakland	12,186,165	(285,000)	11,901,165
Washtenaw	3,536,548	(70,000)	3,466,548
Wayne	8,599,110	(350,000)	8,249,110
Tax Levy Total	\$ 31,977,434	\$ (755,000)	\$ 31,222,434
PPEL Reimbursement	400,000	0	400,000
Grand Total	\$32,377,434	\$ (755,000)	\$31,622,434



To: Board of Commissioners

From: Hilary Simmet, Marketing and Media Specialist

Subject: Report – Marketing/Media Stats

Date: August 2, 2018

Action Requested: Motion to Receive and File

That the Board of Commissioners' receive and file the Marketing and Media statistics report as recommended by Marketing and Media Specialist Hilary Simmet and staff.

**Background**: Year-to-date marketing and media efforts are attached for review.

Attachment: Marketing and Media Stats

#### 2018 Marketing/Media Stats

PAID MEDIA								
	Print	Digital Ads						
	Ads	Ads						
January	5	3						
February	5	3						
March	7	4						
April	8	6						
May	5	7						
June	5	5						

UNPAID MEDIA	A (ORGANIC)					
	Total Online	Total Online	Total Online	Total TV	Total	Total
	Mentions	Visitors	Value	Mentions	TV Visitors	TV Value
January	42	3,069,749	\$ 52,014			
February	69	3,931,997	\$ 41,378			
March	59	1,852,569	\$ 15,897			
April	136	57,158,304	\$ 1,719,057	10	73,132	\$ 3,883
May	158	8,257,067	\$ 85,827			
June	260	14,134,932	\$ 273,040			

SOCIAL MEDIA - MAIN FACEBOOK									
	Followers	Number of Posts	Total Post Reach	Total Impressions	Total Reactions, Comments, Shares	Total Post Link Clicks			
January	8,563	19	59,277	97,572	840	186			
February	8,610	24	69,948	106,430	944	268			
March	8,696	25	91,953	131,049	1,704	198			
April	8,888	22	76,442	106,259	1,617	230			
May	9,199	26	132,824	199,158	2,230	1,623			
June	9,435	23	129,790	189,596	2,290	824			

SOCIAL MEDIA - TWITTER									
		Number	Total Post	Total Post					
	Followers	of Posts	Impressions	Engagement					
January	1,821	28	16,346	598					
February	1,861	25	14,509	647					
March	1,895	35	21,362	854					
April	1,926	39	27,445	1,179					
May	1,960	26	26,083	2,714					
June	1,995	32	27,545	3,339					

SOCIAL MEDIA - INSTAGRAM									
	Followers	Number of Posts	Total Post Likes	Total Post Comments					
January	574	10	414	9					
February	620	12	486	10					
March	971	14	522	6					
April	729	11	395	1					
May	785	14	551	10					
June	856	9	372	8					

#### 2018 Marketing/Media Stats

WEBSITE						
	Page	Online	Organic	Direct	Social	
	Views	Sales	Search	Search	Media Referral	Email
January	107,113	\$ 15,294	18,867	7,263	3,590	1,654
February	112,779	\$ 11,831	20,509	7,430	3,120	2,354
March	157,640	\$ 16,105	27,571	9,808	2,753	3,542
April	185,445	\$ 16,502	35,945	10,223	2,474	2,862
May	357,206	\$ 19,959	73,616	20,117	7,515	6,205
June	499,693	\$ 9,123	101,424	28,268	9,147	7,655

COMMUNITY OUTREACH					
	Presentaions	Cold Calls	Networking Meetings	One on One Meetings	Community Events (booth/table)
January	4	83	8	2	0
February	5	95	10	2	2
March	11	82	5	5	2
April	4	65	6	3	8
May	13	121	5	2	7
June	6	81	6	7	11



To: Board of Commissioners

From: Ryan Colliton, Chief of Natural Resources and Environmental Compliance

Subject: Approval – HEART Lab Memorandum of Understanding

Location: Lake St. Clair Metropark

Date: August 2, 2018

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Memorandum of Understanding between Wayne State University and The Huron-Clinton Metroparks as recommended by Chief of Natural Resources and Environmental Compliance Ryan Colliton and staff.

**Fiscal Impact**: Regular building maintenance is part of the annual operations budget for Lake St. Clair Metropark; does not include equipment repair or custodial duties.

**Background**: The MOU allows Wayne State University (WSU) and affiliated researchers access to the HEART Lab at Lake St. Clair Metropark for the continuation of water resources studies, which includes but is not limited to, water quality, aquatic systems and habitat restoration studies. The lab is used by WSU and affiliated researchers (e.g. Oakland University).

The original Memorandum of Understanding was approved in 2015 and WSU and affiliated organization have utilized this laboratory for research since that time.

Approval of the MOU will be a continuation of a previous MOU between WSU and the Metroparks. To date, the HEART Lab has conducted research on water quality, aquatic ecosystems, and habitat restoration at the park itself and outside its borders. This work has led to the development of rapid assessment DNA technology, and helps to better understand the that role different organisms play in aquatic habitats and the results of large scale restoration projects. Researchers from

The MOU has been reviewed and approved by both the Metroparks and WSU corporate council.

Attachment: Memorandum of Understanding

#### **COOPERATIVE AGREEMENT**

#### between the

#### **Huron-Clinton Metropolitan Authority and Wayne State University**

This Cooperative Agreement dated and effective as of the 9th day of August 2018 between the Huron-Clinton Metropolitan Authority, a public body corporate, whose address is 13000 High Ridge Drive, Brighton, MI 48114 ("HCMA"), and Wayne State University, a Michigan public university, whose address is 5057 Woodward Ave., Suite 13001, Detroit, MI 48202 ("WSU"). In this Agreement, either HCMA or WSU may be referred to individually as "Party" or collectively as "Parties."

#### RECITALS:

**WHEREAS**, the HEART Freshwater Center is a cooperative effort among the HCMA, Macomb County, Macomb County Community College, and Wayne State University for the purpose of developing and operating field research facilities within the Lake Huron to Lake Erie Corridor; and,

**WHEREAS**, the Parties collectively comprise the HEART Freshwater Center, and wish to promote water quality awareness, conduct research, provide educational opportunities or other activities within the Lake Huron to Lake Erie Corridor as aligned with the goals of the HEART Freshwater Center; and,

**WHEREAS**, HCMA owns certain property and facilities within the Lake Huron to Lake Erie corridor and specifically along the shoreline of Lake St. Clair known as Lake St. Clair Metropark, located at Harrison Township, Macomb County, Michigan; and,

**WHEREAS**, the Parties own water testing equipment that is available under certain conditions to be used for and/or associated with collecting, processing, and testing of water for research purposes; and,

**WHEREAS**, WSU has established a field station presence along the shoreline of Lake St. Clair to promote water quality awareness, conduct research, provide educational opportunities thru its cooperative efforts with the HEART Freshwater Center at the facilities owned by HCMA and using some of the equipment owned by HCMA to promote water quality awareness, conduct research, provide educational opportunities; and,

WHEREAS, HCMA and WSU each wish to collaborate in the development and operation of a field research facility at Lake St. Clair Metropark now collectively referred to as the "WSU Field Station."

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

- 1. <u>Term</u>. The term of this Agreement shall begin on the date set forth in the first paragraph of this Agreement; following authorized signatures of all Parties and shall expire on the earlier of December 31, 2021, or when all obligations under this Agreement have been fulfilled as determined by both parties. However, notwithstanding the foregoing, either Party may terminate this Agreement upon sixty (60) days written notice to the other Party as provided in this Agreement.
- **Ownership**. It is understood that the WSU Field Station is, and shall at all times remain, the sole and exclusive property of HCMA. Other Parties using the WSU Field Station shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

**Facility Use.** Subject to the terms of this Agreement, HCMA agrees to allow WSU access and use of the WSU Field Station during regular business hours or other times as otherwise agreed between the Parties for the express use of promoting water quality awareness, conducting research, or providing educational opportunities within the Lake Huron to Lake Erie Corridor as aligned with the goals of the HEART Freshwater Center.

WSU may permit or invite third parties to use the Facility for the purposes set forth in this Agreement. However, it is understood and agreed that WSU will require all third parties that are invited to use the WSU Field Station to be subject to certain terms and conditions of this Agreement and any applicable rules and regulations of HCMA provided to WSU (see Attachment 'A'). HCMA retains the authority to remove any person(s) utilizing the Facility that violates federal, state or local laws and regulation; or violates HCMA's rules and regulations. During the period of this agreement, the HCMA agrees not to allow other uses or activities within the Facility.

- **4.** Research. WSU retains the exclusive right to control all academic, research and field study activities by third parties utilizing the WSU Field Station, and in an effort to recover WSU expenses caused by third-party use of the Field Station, may establish and retain the reasonable fees charged to third parties.
- **Maintenance**. WSU Field Station facilities maintenance, but not custodial or Water Testing Equipment (as set forth below), will be the responsibility of the HCMA. WSU agrees not to change, modify, repair, renovate or improve the WSU Field Station or personal property or fixtures that are the property of HCMA without the express written consent of the HCMA. Custodial needs of the WSU Field Station shall be the responsibility of WSU.
- **Water Testing Equipment**. Subject to the terms of this Agreement HCMA agrees to allow WSU to use HCMA-owned water testing equipment both to develop a real-time beach water testing protocol and for WSU-approved research. WSU will assign the highest priority to real time water testing.

The repair and maintenance of any and all water testing equipment, including water testing equipment owned by HCMA and used by WSU, or related or support equipment and all associated supplies required or utilized by WSU, its employees, officers, or agents in operation of the WSU Field Station shall be the responsibility of WSU with the exception of equipment under warranty or service contract as indicated in Attachment 'B', or other equipment owned and operated by another institution or entity using the

WSU Field Station under agreement with WSU, or damages to the equipment through the negligence, misconduct, error or omission of HCMA while operating the WSU Field Station.

- **Limitations**. This Agreement pertains only to the confines of the WSU Field Station as described within this document and shown on Attachment 'C.' This Agreement does not allow access to other HCMA facilities or properties or suggest approval of research activities on properties or facilities of HCMA by WSU, HEART or other institutions, organization or their employees, officers, or agents without the expressed written consent of HCMA. This Agreement does not create an interest in land or landlord-tenant relationship between the Parties.
- **8. Insurance**. Each Party shall agree to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, commercial general liability insurance, including contractual liability, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. Each party will provide the other with a certificate or certificates of the insurance described herein upon request.
- **9.** Loss and Damage of Station. In the event of any loss or damage to the WSU Field Station arising from the negligence or willful misconduct of WSU or any of its employees, officers, agents or volunteers while operating in or out of the WSU Field Station, WSU agrees to pay HCMA the reasonable costs to repair the WSU Field Station.
- **10. No Warranties**. HCMA makes no express or implied warranties concerning the safety, condition or suitability of the WSU Field Station for any purpose.

- 11. <u>Liability</u>. To the extent permitted by law, each Party to this agreement shall be responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its employees, officers, agents or volunteers while operating the WSU Field Station. Except as otherwise provided in this Agreement, no Party is obligated to indemnify the other Party, or to hold harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, immunities and defenses available to it under the law.
- **Notice of Claims**. The Parties agree that a Party will promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of any services under this Agreement.
- **13.** <u>Notice</u>. Any written notice required under the Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service to the following:

#### a. HCMA

Attn: Ryan Colliton, Manager of Natural Resources

13000 High Ridge Drive Brighton, MI 48114

email: ryan.colliton@metroparks.com

#### b. WSU

Attn: Sponsored Program Administration

5057 Woodward Ave. Suite 13001

Detroit, MI 48202 email: spa@wayne.edu

**14. Not an Employee.** Although utilizing an HCMA facility, WSU, its employees, officers, agents or volunteers in the operation of the WSU Field Station shall not be considered agents or employees of the HCMA for any purpose. Likewise, HCMA, its employees, officers, agents or volunteers shall not be considered agents or employees of WSU for any purpose.

It is understood by the Parties that this Agreement is not intended to create a joint venture or principalagent relationship between the Parties and their respective employees, officers, agents or volunteers. Accordingly, WSU and employees of WSU shall not be entitled to any benefits that HCMA provides for its employees, including, but not limited to workers compensation.

HCMA and its employees shall not be entitled to any benefits that WSU provides to its employees, including but not limited to workers compensation. Moreover, to the extent permitted by law, WSU agrees to indemnify, defend and hold harmless any claim asserted against HCMA by a WSU employee, officer, agent or volunteer for workers' compensation, or other benefits pursuant to the work or activities associated with this Agreement.

Likewise, to the extent permitted by law, HCMA agrees to indemnify, defend and hold harmless any claim asserted against WSU by an HCMA employee, officer, agent or volunteer for workers' compensation or other benefits pursuant to the work or activities associated with this Agreement.

Each Party shall be responsible and shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes for its respective employees.

**15.** <u>Assignment</u>. Neither Party shall assign this Agreement or its interest in the WSU Field Station without the prior notification to and approval of the other Party, which said approval shall not be unreasonably withheld.

- **Survival of Terms**. The Parties agree that any indemnification, hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.
- 17. <u>Counterparts</u>. This instrument may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original but all of which, taken together, shall constitute a single instrument.
- **Severability**. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. In other words, in the event that a court of competent jurisdiction determines that any material provision contained in this Agreement is invalid or unenforceable, then such determination does not render the remainder of the terms of this agreement invalid, unenforceable or void.
- **19. Governing Law & Jurisdiction**. This Agreement shall be governed by laws of the state of Michigan.
- **20.** <u>Definitions.</u> The following words and expressions whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:
  - a. Facilities shall be defined as structures, parking lots, occupied and unoccupied buildings and their contents including but not limited to all electrical, mechanical (HVAC), plumbing, attached casework...
  - b. *Property* real property owned by the Huron-Clinton Metropolitan Authority located at Lake St. Clair Metropark ("LSC Metropark")
  - c. WSU Employee shall be defined as Professor, Researcher, Graduate Student, Undergraduate Student, Full Time or Part-Time Employee.
  - d. WSU Agent Any affiliate WSU non-employee or volunteer or any Professor, Researcher, Graduate Student, Undergraduate Student, Full Time or Part-Time Employee of another research or educational institution or corporate entity who utilizes the WSU Field Station under permission granted by WSU.
- **21.** Entire Agreement. This instrument constitutes the entire agreement between the Parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. The recitals shall be considered an integral part of the Agreement.

The Undersigned execute this cooperative agreement on behalf of the respective Parties hereto, and by doing so legally obligates the Parties to the terms and conditions of this Agreement.

WAYNE STATE UNIVERSITY	HURON-C	HURON-CLINTON METROPOLITAN AUTHORITY			
By:	By:				
	Am	y McMillan			
Its:	Its: <u>Dire</u>	ector			
Date:	Date:				

#### ATTACHMENT 'A'

#### **Third Party Terms**

- 1. <u>Ownership</u>. It is understood that the WSU Field Station is, and shall at all times remain, the sole and exclusive property of HCMA. Other Parties using the WSU Field Station shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
- **2.** Facility Use. Subject to the terms of this Agreement, HCMA agrees to allow WSU access and use of the WSU Field Station during regular business hours or other times as otherwise agreed between the Parties for the express use of promoting water quality awareness, conducting research, or providing educational opportunities within the Lake Huron to Lake Erie Corridor as aligned with the goals of the HEART Freshwater Center. WSU may permit or invite third parties to use the Facility for the purposes set forth in this Agreement. However, it is understood and agreed that WSU will require all third parties that are invited to use the WSU Field Station to be subject to certain terms and conditions of this Agreement, and the rules and regulations of HCMA attached hereto. HCMA retains the authority to remove any person(s) utilizing the Facility that violates federal, state or local laws and regulation; or violates HCMA's rules and regulations. During the period of this agreement, the HCMA agrees not to allow other uses or activities within the Facility.
- 3. Research. WSU retains the exclusive right to control all academic, research and field study activities by third parties utilizing the WSU Field Station and in an effort to recover expenses to WSU caused by third party use, may collect a fee from third parties for use of the WSU Field Station without obligation to forward such fee to HCMA.
- **Maintenance**. WSU Field Station facilities maintenance, but not custodial or Water Testing Equipment (as set for the below), will be the responsibility of the HCMA. WSU agrees not to change, modify, repair, renovate or improve the WSU Field Station or personal property or fixtures that are the property of HCMA without the express written consent of the HCMA. Custodial needs of the WSU Field Station shall be the responsibility of WSU.
- **Limitations**. This Agreement pertains only to the confines of the WSU Field Station as described within this document and shown on Attachment 'C'. This Agreement does not allow access to other HCMA facilities or properties or suggest approval of research activities on properties or facilities of HCMA by WSU, HEART or other institutions, organization or their employees, officers, or agents without the expressed written consent of HCMA. This Agreement does not create an interest in land or landlord- tenant relationship between the Parties.
- **Insurance**. Each Party shall agree to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, commercial general liability insurance, including contractual liability, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. Each party will provide the other with a certificate or certificates of the insurance described herein upon request.
- **Loss and Damage of Station**. In the event of any loss or damage to the WSU Field Station arising from the negligence or willful misconduct of WSU or any of its employees, officers, agents or volunteers while operating in or out of the WSU Field Station, WSU agrees to pay HCMA the costs to repair the WSU Field Station.
- **8. No Warranties.** HCMA makes no express or implied warranties concerning the safety, condition or suitability of the WSU Field Station for any purpose.
- **Liability**. To the extent permitted by applicable law, each of WSU and HCMA shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students (if WSU) from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable attorney fees, which may arise out of the indemnifying party's negligent acts or omissions or willful misconduct for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

- **Notice of Claims**. The Parties agree that a Party will promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of any services under this Agreement.
- 11. Not an Employee. Although utilizing an HCMA facility, WSU, its employees, officers, agents or volunteers in the operation of the WSU Field Station shall not be considered agents or employees of the HCMA for any purpose. Likewise, HCMA, its employees, officers, agents or volunteers shall not be considered agents or employees of WSU for any purpose. It is understood by the Parties that this Agreement is not intended to create a joint venture or principal-agent relationship between the Parties and their respective employees, officers, agents or volunteers. Accordingly, WSU and employees of WSU shall not be entitled to any benefits that HCMA provides for its employees, including, but not limited to workers compensation.

HCMA and its employees shall not be entitled to any benefits that WSU provides to its employees, including but not limited to workers compensation. Moreover, to the extent permitted by law, WSU agrees to indemnify, defend and hold harmless any claim asserted against HCMA by a WSU employee, officer, agent or volunteer for workers' compensation, or other benefits pursuant to the work or activities associated with this Agreement. Likewise, to the extent permitted by law, HCMA agrees to indemnify, defend and hold harmless any claim asserted against WSU by an HCMA employee, officer, agent or volunteer for workers' compensation or other benefits pursuant to the work or activities associated with this Agreement. Each Party shall be responsible and shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes for its respective employees.

- **Survival of Terms**. The Parties agree that any indemnification, hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.
- **Severability**. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. In other words, in the event that a court of competent jurisdiction determines that any material provision contained in this Agreement is invalid or unenforceable, then such determination does not render the remainder of the terms of this agreement invalid, unenforceable or void.
- **14. Governing Law & Jurisdiction**. This Agreement shall be governed by laws of the state of Michigan.

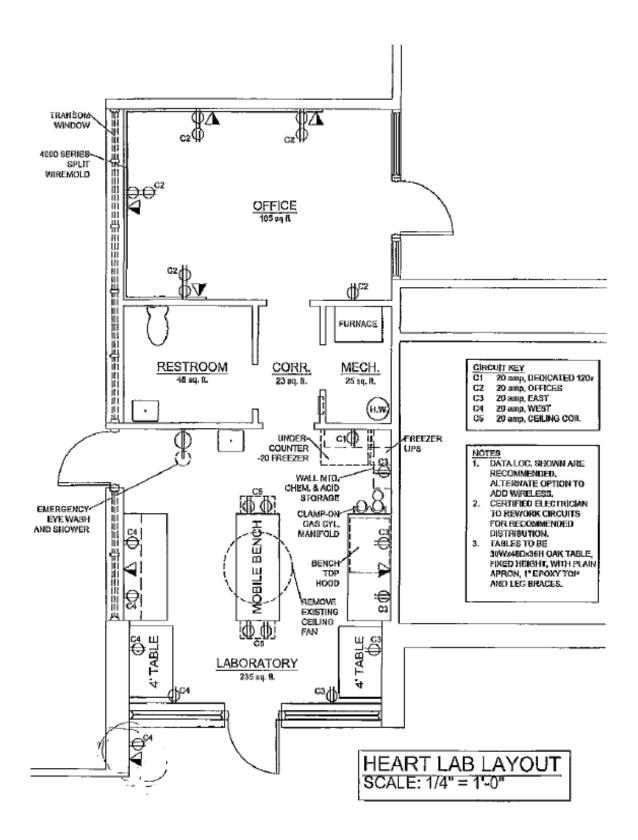
#### **ATTACHMENT 'B'**

#### **Life Technologies**

Rapid Exchange Service
Real-Time qPCR Instruments:
StepOnePlus™ Real-Time PCR System
And associated equipment

#### NexSens Data Logging and Telemetry System for Environmental Monitoring

Including multiparameter weather sensor, soil moisture probe, conductivity/temperature sensor and flow velocity monitoring sensor (installed in parking lot bioswale)





To: Board of Commissioners

From: Mike Henkel, Chief of Engineering Services

Project No: 509-16-535

Project Title: Approval – Stony Creek Boat Launch Ramp Replacement Change Order

Project Type: Capital Improvement Location: Stony Creek Metropark

Date: August 2, 2018

#### Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve a change order to contract 504-16-1099 in the amount of \$118,401.24; and (2) approve the \$23,026.07 transfer from the Washago pond dam level control structure project and \$95,375.17 from the Stony Creek Landing project to cover the added project cost as recommended by Chief of Engineering Services Mike Henkel and staff.

**Fiscal Impact:** Additional costs for the boat launch ramp project include added work in the amount of \$118,401.24. Funding is available from the Washago pond dam level control structure project, which was budgeted at \$300,000 and from the Stony Creek Landing building project.

**Scope of Work:** Additional work to the boat launch and ramp project included additional 6A aggregate for concrete plank bedding material, the addition of turbidity curtains, cold weather concrete conditions, dock material transportation and additional soft kayak landing material.

In addition, items of work were included to the boat launch ramp replacement project from the Stony Landing building project those work items included pavement removal, aggregate base modifications, asphalt paving, stump removal, grading and partial site restoration.

**Background:** Two concurrent projects were being constructed at the Stony Creek boat launch site. The first was construction of the Stony Creek Landing building, the other was the boat launch ramp and pier replacement. Once issues arose with the building project, the boat launch ramp contractor was approached to complete some of the necessary work in order for the facility to open in the spring for the summer season. Field Engineering and park staff worked together to complete the necessary work to make the area safe and provide patron access to the boat launch, wedding tent, parking lot, bike trail and restroom facility.



To: Board of Commissioners

From: Mike Henkel, Chief of Engineering Services

Project No: 504-16-1099

Project Title: Approval – East Boat Launch Replacement Change Order

Project Type: Capital Improvement Location: Kensington Metropark

Date: August 2, 2018

#### Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve a change order to contract 504-16-1099 in the amount of \$46,427; and (2) approve the transfer of \$46,427 from the Washago pond dam level control structure project to cover the added cost of the project as recommended by Chief of Engineering Services Mike Henkel and staff.

**Fiscal Impact:** an additional \$46,427 in project costs was needed to complete the project. The original contract amount was for \$197,474.65. Funding is available in the amount of \$300,000 from the Washago pond dam level control structure project to cover the added cost of completion.

**Scope of Work:** Additional work was necessary to complete the project, which included additional asphalt quantity, extra earthwork and grading for an accessible walkway, restoration, cold weather concrete procedures due to conditions, moving dock materials as a result of permitting delays, adding turbidity curtains, additional soft kayak landing material, additional dock anchors, rip rap to prevent erosion and injection of material under the slab due to erosion.

**Background:** The project replaced the existing boat launch ramps and piers at the east boat launch facility at Kensington Metropark. The project is now complete and in closing out process.

The additional work was necessary to complete the project and address issues that arose during construction. The Washago pond project is being reevaluated at this time and as such will not be completed this year.

#### Meeting of August 9, 2018



#### **HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners

From: Ryan Colliton, Chief of Natural Resources and Regulatory Compliance

Projects: Bids – Phragmites Control (ITB 2018-046,047,048,049)

Location: Various Locations
Date: August 2, 2018

#### Action Requested: Motion to Approve

That the Board of Commissioners' award the ITBs 2018-046,047,048,049 for Phragmites control to the low responsive, responsible bidders as indicated below for a total not to exceed amount of \$100,000 as recommended by the Manager of Natural Resources and Regulatory Compliance Ryan Colliton and staff.

- Award a contract to GEI Consultants of Allendale, Michigan for an amount not-to-exceed \$70,000 for Phragmites control at Lake Erie, Lake St. Clair, Stony Creek and Wolcott Metroparks.
- Award a contract to Plantwise LLC of Ann Arbor, Michigan for an amount not-to-exceed \$30,000 for Phragmites control at Indian Springs, Kensington, Indian Springs, Lower Huron and Oakwoods Metropark.

**Fiscal Impact:** This project is a 2018-budgeted item; funds are available in the Major Maintenance Outside Services account (\$100,000).

**Scope of Work:** Work will consist of spraying re-sprouts of non-native Phragmites in areas previously sprayed. Work will take place at Lake St. Clair, Stony Creek and Wolcott Mill, Kensington, Indian Springs, Lower Huron, Oakwoods and Lake Erie Metroparks and has been an annual management activity since 2013.

**Background:** In 2013, the Metroparks began to control invasive Phragmites (*Phragmites australis ssp. australis*) by spraying annual growth with systemic herbicide. To execute this method properly, it is essential to treat any regrowth of this invasive species with herbicide the following year. Funding allocated for herbicide treatment of Phragmites will be used on areas that have been previously treated.

Removing Phragmites will promote the establishment of native species and increase native biological diversity in the Metroparks system enhancing recreation and education opportunities while promoting sound stewardship of resources.

The ITBs were competitively bid and posted on the Michigan Intergovernmental Trade Network (MITN) site which provided notice of the solicitations to 14 vendors, of which 16 downloaded the ITBs.

HCMA received bids from four vendors that offered the following hourly rates per Metropark:

Location	Tri-County Aquatics Washington, MI	GEI Consultants Allendale, MI	PLM Lake & Land Management Morrice, MI	Plantwise LLC Ann Arbor, MI
Lake St. Clair Stony Creek Wolcott Mill	\$600	\$85*	\$120	No Bid
Kensington Indian Springs	\$600	\$85	\$120	\$119 Machine \$83 Non-Machine*
Lower Huron Oakwoods	\$600	\$85	\$120	\$119 Machine \$78 Non-Machine*
Lake Erie	No Bid	\$85*	\$120	\$109 Machine \$78 Non-Machine*

<sup>\*</sup>Indicates the low, responsive, responsible bidder.

A fifth bid was also received; however, the vendor was not deemed responsible.



To: Board of Commissioners From: Amy McMillan, Director

Subject: Approval – Appointment Chief of Finance

Date: August 2, 2018

Action Requested: Motion to Approve

That the Board of Commissioners' approve the appointment of Rebecca Franchock as the Chief of Finance for the Huron-Clinton Metroparks as recommended by Director McMillan and staff.



To: Board of Commissioners

From: Nina Kelly, Chief of Planning and Development

Subject: Approval – Huron Meadows Master Plan

Location: Huron Meadows Metropark

Date: August 2, 2018

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Huron Meadows Master Plan as recommended by Chief of Planning and Development Nina Kelly and staff.

**Fiscal Impact:** Projects identified in the Master Plan will affect the HCMA budget over the 10-year planning horizon, but there is no immediate fiscal impact.

Background: The master planning process for Huron Meadows included multiple opportunities for public input. Two public meetings were facilitated for this plan: one was held on a Saturday morning in early April and the second was held on a Wednesday evening in late May, both at the Huron Meadows golf starter building. A total of 39 people signed in for the two meetings. The online and hard-copy questionnaires for each park were available from March through June, and a total of 332 responses were collected. Social media posts encouraging people to attend the meetings and to complete the questionnaires were made to the Huron Meadows Facebook page and Metroparks Twitter account throughout the process, and banners advertising the public meetings were installed at the park entrances on either side of Hammel Road. Flyers were also distributed to surrounding communities.

At the July 12, 2018 meeting, the Planning Department presented the draft Huron Meadows Master Plan to the Board for review and comment.

The plan draft was posted to <a href="www.metroparks.com/about-us/planning-department">www.metroparks.com/about-us/planning-department</a> through July 27, 2018 for public review and comment.

Planning Department staff compiled comments and made necessary revisions in order to complete the final version of the master plan document presented herein for approval.



To: Board of Commissioners

From: Nina Kelly, Chief of Planning and Development

Subject: Approval – Border-to-Border Trail Development, Repair/Maintenance Agreement

and Five-Year Maintenance/Repair Contract

Location: Dexter-Huron Metropark

Date: August 2, 2018

#### Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the Development, Repair and Maintenance Agreement for Phase II of the River Terrace Trail section of the Border-to-Border (B2B) Trail through Dexter-Huron Metropark; and (2) approve the combined Five-Year Maintenance and Repair Contract for both River Terrace Trail Phase I and Phase II with Washtenaw County Parks and Recreation Commission (WCPARC) as recommended by Chief of Planning and Development, Nina Kelly and staff.

**Fiscal Impact:** There is no immediate fiscal impact. The Metroparks will experience a financial impact in the maintenance of the new trail section upon its opening, but will be reimbursed for labor and materials by WCPARC.

**Background:** Phase I of the River Terrace Trail extending into Dexter-Huron Metropark was completed in 2011. An easement and development agreement were executed with this first phase; however, a maintenance and repair contract was never established. The Metroparks has assumed responsibility for the maintenance of the River Terrace Trail within Metropark borders since its construction.

Phase II of the River Terrace Trail will extend from where the B2B currently ends in Dexter-Huron Metropark to Zeeb Road. At its March 2016 meeting, the Board approved a letter of support for grant applications and a memorandum of understanding regarding long-term maintenance responsibilities. In September 2016, the Board authorized staff to grant site access in Dexter-Huron Metropark to WCPARC and its contractors during construction. Engineering and construction plans were finalized thereafter following review by the Metroparks Engineering, Planning and Natural Resources staff.

Three official documents are required to move forward in the construction and maintenance of River Terrace Trail Phase II: The Easement (approved by the Board at its March 2018 meeting), the Development, Repair/Maintenance Agreement and the Five-Year Maintenance and Repair Contract. Because a contract was never executed outlining details for the repair and maintenance of Phase I, staff proposes that the contract herein encompass both trail sections together.

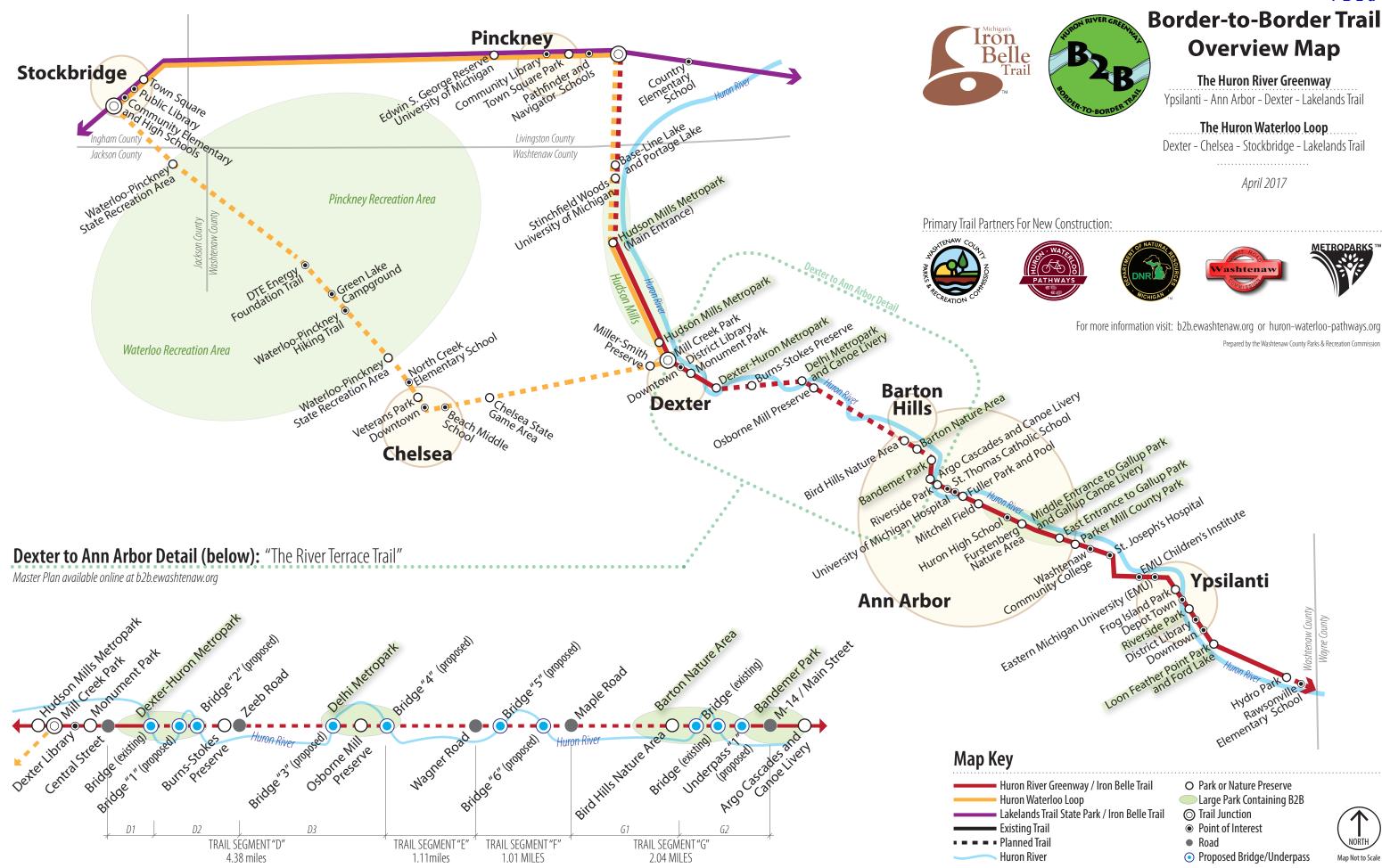
WCPARC estimates a construction bid opening date for Phase II in October 2018, with construction completion in 2019.

Both the agreement and contract are under review by Miller Canfield.

**Attachments: B2B Overview Map** 

River Terrace Trail Phase II Development, Repair and Maintenance Agreement

**Five Year Maintenance and Repair Contract** 



## WASHTENAW COUNTY PARKS AND RECREATION COMMISSION HURON-CLINTON METROPOLITAN AUTHORITY RIVER TERRACE TRAIL PHASE 2 DEVELOPMENT, REPAIR AND MAINTENANCE AGREEMENT

AGREEMENT between WASHTENAW COUNTY, a municipal corporation, by and through the WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, whose address is 2230 Platt Road, Ann Arbor, MI 48104 (known as the "WCPRC"), and the HURON-CLINTON METROPOLITAN AUTHORITY, a Michigan public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, whose address is 13000 High Ridge Drive, Brighton, MI 48114 (known as the "HCMA"), to confirm certain rights and obligations relating to the installation, operation, repair and maintenance of a hike-bike trail (the "RIVER TERRACE TRAIL, PHASE 2"), which is legally described as set forth on the attached Exhibit "A".

#### **RECITATIONS:**

WHEREAS, the WCPRC desires to provide the funding for the design, project management and construction of a 10-foot wide asphalt surfaced hike-bike trail, known herein as the RIVER TERRACE TRAIL PHASE 2, for public outdoor recreational use which focuses on the protection of natural resources; and

**WHEREAS**, the RIVER TERRACE TRAIL PHASE 2 is proposed to begin in Dexter-Huron Metropark near the restroom building, then east approximately 1.2 miles to intersection of Huron River Drive and Zeeb Road; and

**WHEREAS**, the HCMA is the current owner of the real property described in the attached Exhibit "A" and is committed to preserving the conservation and recreational values of said property; and

**WHEREAS**, the HCMA desires to convey a 50-foot wide temporary construction easement (the "Construction Easement") and a 30-foot-wide exclusive recreational easement (the "Recreational Easement"), as set forth in Exhibit "A," to the WCPRC for the installation, operation, repair and maintenance of the RIVER TERRACE TRAIL PHASE 2.

WHEREAS, the WCPRC has requested that the HCMA assist by providing certain operation, repair and maintenance services for the RIVER TERRACE TRAIL PHASE 2, and the HCMA is adequately staffed and equipped to provide such services; and

**WHEREAS**, the HCMA desires to cooperate with the WCPRC in the development of the RIVER TERRACE TRAIL PHASE 2 for the mutual benefit of residents of the WCPRC service area and visitors of the Metroparks found throughout the southeastern Michigan.

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. <u>Easement Conveyance</u>. HCMA has clear title to the portion of the RIVER TERRACE TRAIL PHASE 2 within Dexter-Huron Metropark and will use its best efforts to convey the Construction Easement and the Recreational Easement to the WCPRC in form and substance sufficient to allow the RIVER TERRACE TRAIL PHASE 2 project to be accomplished as anticipated by this Agreement.
- 2. <u>Survey</u>. The WCPRC shall provide planning and engineering services for determining preliminary alignment, topographic survey, and final design of the RIVER TERRACE TRAIL PHASE 2. The WCPRC shall prepare legal descriptions in form and substance satisfactory to the HCMA for the Construction Easement and the Recreational Easement.
- 3. <u>Design</u>. The design and construction of the RIVER TERRACE TRAIL PHASE 2 shall comply with the applicable standards of AASHTO, HCMA (trail and structures capable of supporting maintenance, patrol and emergency vehicles) and other agencies having jurisdiction.
- 4. <u>Funding</u>. Through local millage funds, private donations, and grant funding from the Transportation Alternatives Program and Michigan Natural Resources Trust Fund, the WCPRC has secured funds to incur the total project cost of design and construction of the RIVER TERRACE TRAIL PHASE 2. WCPRC represents that the secured funds are sufficient to complete the project, that it has taken all necessary and appropriate steps to legally obligate the funds for the project, and that no action has been taken or is contemplated which would result in deobligation of the secured funds.
- 5. <u>Site Control</u>. The HCMA shall convey the Construction Easement to the WCPRC on a temporary basis, which shall terminate upon completion of construction of the RIVER TERRACE TRAIL PHASE 2. The Recreational Easement shall be conveyed to the WCPRC for the WCPRC's legal use and benefit on a perpetual basis. The WCPRC shall allow the HCMA to continue using the RIVER TERRACE TRAIL PHASE 2 for the following reasons:
  - A. As authorized by the WCPRC, for purposes of efficiency and economy of staff and resources, the HCMA shall patrol the RIVER TERRACE TRAIL PHASE 2 for public safety. This arrangement does not exclude the right of the WCPRC to provide similar or supplemental public safety services, and the WCPRC shall retain rights of control over the Recreational Easement.
  - B. As authorized by the WCPRC, for purposes of efficiency and economy of staff and resources, the HCMA shall provide routine maintenance of the RIVER TERRACE TRAIL PHASE 2.
  - C. As authorized by the WCPRC, for purposes of efficiency and economy of staff and resources, the HCMA shall provide minor repairs of pavements, grounds and structures on or related to the RIVER TERRACE TRAIL.
- 6. Routine Maintenance. The HCMA shall provide routine maintenance services, which shall include, grass cutting, vegetation control, minor erosion control, cleaning and sweeping, of the RIVER TERRACE TRAIL PHASE 2 and shall exclude snow removal. The maintenance services provided by the HCMA shall be based upon the standards applied throughout improvements. If the HCMA desires to fund, develop and construct, at its sole cost and expense, future improvements related to, connected with, abutting or in the vicinity of the Recreational the Metroparks and shall comply with all ordinances and other building and zoning regulations of the local jurisdiction. Cost of operation and maintenance shall be shared equally; and, shall be in accordance with the terms of a separate Annual Maintenance and Repair Contract. (Sample form shown in Exhibit "B"). Any sponsorship or recognition elements installed as a component of private fundraising for the construction of the trail segment shall be included in routine maintenance.

- 7. <u>Minor Repairs</u>. The HCMA shall provide minor repairs of pavements, grounds and structures on or related to the RIVER TERRACE TRAIL PHASE 2. Minor repairs include those activities necessary to clear obstacles or blockages or establish any practice which is intended to survey, monitor, identify, report, correct, modify, change or improve any condition of the RIVER TERRACE TRAIL PHASE 2 with respect to its safety for travel of persons or non-motorized vehicles. Any repair services provided by the HCMA shall be based upon the standards applied throughout the Metroparks and shall comply with all ordinances and other building and zoning regulations of the local jurisdiction.
- 8. <u>Major Improvements</u>. The WCPRC shall consult with the HCMA regarding any major improvements, repairs, alterations or reconstruction projects relating to the RIVER TERRACE TRAIL PHASE 2 within the boundaries of Dexter-Huron Metropark, as may be required in the future due to compliance issues such as safety, accessibility, environmental regulations, requirements of other agencies having jurisdiction, normal wear and tear, erosion, flooding, fire, overloading or other actions. Consultation between the parties is intended to promote uniform construction practices, coordinate any restrictions of use due to repair and alteration, and address any public safety issues which may arise therefrom. Upon mutual agreement of the parties, the HCMA may perform major improvements on behalf of the WCPRC.
- 9. <u>Cost Participation</u>. It is agreed that the WCPRC and HCMA will share equally in the cost of routine maintenance and minor repairs for those portions of the RIVER TERRACE TRAIL PHASE 2 lying within HCMA property. The WCPRC shall be solely responsible for the cost of said activities for those portions of the RIVER TERRACE TRAIL PHASE 2 lying outside the park boundaries. The WCPRC shall be solely responsible for the cost of minor and major repairs of any sponsorship and recognition elements installed as a component of private fundraising for the construction of the trail segment. Funding of major improvements, repairs, alterations or reconstruction projects as may be required in the future due to compliance issues such as safety, accessibility, environmental regulations, requirements of other agencies having jurisdiction, or due to normal wear and tear, erosion, flooding, fire, overloading or other actions, shall be equally allocated between the HCMA and the WCPRC.
- 10. <u>Remedy for Dispute</u>. Future projects, which are required due to damage, deterioration or due to regulatory compliance issues, may be initiated, developed and constructed as mutually agreed upon between the HCMA and the WCPRC. If no agreement as to the need for such projects can be reached, HCMA and the WCPRC agree to submit the dispute to mediation or other mutually agreeable third party for resolution.
- 11. <u>Ancillary Trails/Pathways.</u> If the WCPRC desires to fund, develop and construct, at its sole cost and expense, future improvements related to, connected with, abutting or in the vicinity of the Recreational Easement or the RIVER TERRACE TRAIL PHASE 2, the WCPRC shall consult with the HCMA. In the event such improvements do not impair the use or operation of any HCMA land, park or recreational property, then the HCMA shall approve such Easement or the RIVER TERRACE TRAIL PHASE 2, and those improvements are not strictly due to compliance issues, damage or deterioration, the HCMA shall consult with the WCPRC. In the event such improvements do not impair the use or operation of the Recreational Easement or the RIVER TERRACE TRAIL PHASE 2, then the WCPRC shall approve such improvements.
- 12. <u>Public Use Restrictions</u>. The RIVER TERRACE TRAIL PHASE 2 shall be available for use and enjoyment by the general public, on a non-discriminatory basis. Unless otherwise posted, the RIVER TERRACE TRAIL PHASE 2 shall be open during the regular Metropark hours as published by the HCMA. Use of the RIVER TERRACE TRAIL shall be restricted to hiking-biking and other non-motorized recreational activities. Posts or bollards at the RIVER TERRACE TRAIL intersections and entrances

may be necessary to keep motorized vehicles from entering. Such posts/bollards shall be visible to bicyclists and others, and shall have reflective materials and appropriate markings.

- 13. <u>Rules and Regulations</u>. The HCMA Rules and Regulations (the "HCMA Rules"), as amended from time to time by the HCMA, shall apply to the use of the RIVER TERRACE TRAIL by the public (see attached Exhibit "B"). In the event of a conflict between the terms of this Agreement and the terms of the HCMA Rules, the terms of this Agreement shall control. In addition, local, state and federal ordinances, codes and regulations shall preempt the HCMA Rules.
- 14. <u>Permits and Approvals</u>. The WCPRC shall obtain, directly or through an appropriate sponsor, all necessary local, state and federal permits and approvals for the design, construction, and development of the RIVER TERRACE TRAIL PHASE 2.
- 15. <u>Indemnification</u>. To the extent permitted by law, the WCPRC shall be responsible for and shall indemnify, defend and hold harmless the HCMA, their agents, officers, officials and employees from and against any and all claims, suits, damages and losses in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the WCPRC's exclusive rights to the Recreational Easement or from any other acts or omissions of the WCPRC, its employees, agents, contractors and consultants. The foregoing shall not be construed to be an agreement by the WCPRC to indemnify the HCMA against liability resulting from any acts or omissions of the HCMA or its agents, officers, officials or employees, in regard to, among other things, the HCMA's patrol, maintenance, repair, improvement, alteration or reconstruction of the RIVER TERRACE TRAIL PHASE 2, which are the responsibility of the HCMA, as set forth herein.
- 16. <u>Insurance</u>. The WCPRC and the HCMA agree to maintain the necessary insurance coverages to satisfy the indemnification and hold harmless provisions of this Agreement. The respective insurance policies shall be procured at each party's own expense, and shall include Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the WCPRC and the HCMA, its commissioners, officials, officers, agents and employees from any claims for damage to property and for personal injuries which may arise in connection with this Agreement. Certificates of Insurance describing the coverages required hereunder shall be furnished to either party upon request, and each party must name the other as an "Additional Insured" on said policies. The insurance policies shall contain an endorsement providing for thirty (30) days' written notice prior to any material change, termination or cancellation of said insurance policies.
- 17. <u>Failure to Proceed</u>. Unless otherwise mutually agreed in writing, in the event the WCPRC fails to receive adequate funding for the installation and development of the RIVER TERRACE TRAIL PHASE 2, or in the event the WCPRC fails to proceed with the project within two (2) years from the date of execution of this Agreement, then this Agreement shall be null and void.
- 18. <u>Termination</u>. If the WCPRC fails to perform or satisfy the terms of this Agreement, the HCMA may issue written notice to the WCPRC indicating that the deficiency shall be cured within thirty (30) days following receipt by the WCPRC. The notice shall also set forth a date, time and place of a hearing before the HCMA, or any other board, body or designated official, for the purposes of allowing the WCPRC to be heard as to any objections to the HCMA's determination of an obligation that has not been undertaken. If following the hearing, the HCMA, or any other board, body or designated official, determines that the WCPRC has not performed adequately, the HCMA shall there upon have the power and authority to cause its agents or the WCPRC to perform such obligations as reasonably found by the HCMA be appropriate. This Section does not prohibit the HCMA from initiating any other appropriate legal action.

- 19. <u>Successors and Assigns</u>. This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.
- 20. <u>Amendment</u>. This -Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 21. <u>Severability</u>. The various parts, sections and clauses of this Agreement are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
- 22. <u>Controlling Law</u>. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan and shall be subject to enforcement only in Michigan courts.
- 23. Run with the Land. The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Recreational Easement and shall run with and bind said Easement, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

Witnessed		Washtenaw County Parks and Recreation Commission
	Ву:	Name, Title
	And:	
	Date:	Name, Title
ACKNOWLEDGEMENT		
STATE OF MICHIGAN )	§	
) COUNTY OF WASHTENAW)		
On this day of	<u>;</u> 2	018, before me appeared
and	, to n	ne personally known, who, being by me duly sworn, did
aid that they are, respectively, the		of the contract of the con
igned and sealed on behalf of said	d WCPR	C, by the authority of its Board of Commissioners, and th
acknowledge said instrument to be	the free	act and deed of said WCPRC.
		, Notary Public
		County, Michigan
		My Commission Expires:
		Acting in the County of:

THIS AGREEMENT was executed by the respective parties on the dates specified with the notarization and shall take effect upon execution.

	HURON-CLINTON METROPOLITAN AUTHORITY, public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended
Witnessed	
A	Name, Title  Name, Title  Name, Title  Date:
ACKNOWLEDGEMENT	
STATE OF MICHIGAN ) §	
COUNTY OF WASHTENAW)	
and, to me said that they are, respectively, the HURON-CLINTON METROPOLITAN AUTHO	B, before me appeared
	, Notary Public
	County, Michigan
	My Commission Expires:
	Acting in the County of:

### FIVE-YEAR TRAIL MAINTENANCE AND REPAIR CONTRACT WASHTENAW COUNTY PARKS AND RECREATION COMMISSION HURON-CLINTON METROPOLITAN AUTHORITY

TIONON-GENETION METROL GENERAL ACTION IT
THIS AGREEMENT, made and entered into this day of, 2018 by and between WASHTENAW COUNTY, a municipal corporation, by the WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, whose address is 2230 Platt Road, Ann Arbor, MI 48104 (known as the "WCPARC"), and the HURON-CLINTON METROPOLITAN AUTHORITY, a Michigan public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan, 1939, as amended, whose address is 13000 High Ridge Drive, Brighton, Michigan, 48114 ("HCMA").
WHEREAS, the WCPARC and HCMA have entered into agreements entitled the "River Terrace Trail Development, Repair and Maintenance Agreement" (the "Agreement"), dated November 14, 2011; and "River Terrace Trail Development, Repair, and Maintenance Agreement, Phase 2" (the "Agreement"), dated; the boundaries of which are outlined in "Exhibit A"; and
WHEREAS, the WCPARC is the owner of a non-motorized trail located in HCMA's Dexter-Huron Metropark, Washtenaw County, Michigan, referred to as the "River Terrace Trail" in the Agreement (the "Trail"); and
WHEREAS, HCMA owns, operates and maintains Dexter-Huron Metropark (the "Metropark") which is contiguous to and includes sections of the Trail; and
WHEREAS, the Agreement contemplates the negotiation of a separate Trail Maintenance and Repair Contract ("Contract") by the HCMA and the WCPARC, and HCMA is adequately staffed and equipped to provide trail maintenance and repair services, and is willing to do so upon certain conditions;
<b>NOW, THEREFORE</b> , the parties hereto agree as follows. The services provided by the HCMA shall be in accordance with standards applied throughout Dexter-Huron Metropark.
<ol> <li>During the term of this contract, HCMA agrees to provide the following maintenance services (the "Services") on the path:         <ul> <li>a. Grass cutting on the trail margins.</li> <li>b. Blowing/brooming of the trail.</li> <li>c. Weekly garbage pick-up.</li> <li>d. Removal of tree limbs, blockages and debris from the trail.</li> <li>e. Other minor maintenance and repair including pavement marking, crack filling, asphalt patching, shoulder repairs and minor repairs to trail structures such as boardwalks.</li> <li>i. When minor repairs on HCMA owned land are estimated to exceed \$5,000, HCMA will notify and consult with the WCPARC before proceeding with repairs.</li> </ul> </li> </ol>
ii. When minor repairs are needed on land that is not owned by HCMA, and is estimated to exceed \$2,500, HCMA will notify and consult with the WCPARC before proceeding with repairs.
2. This Contract shall become effective upon execution by the duly authorized agents of the parties, and shall remain in effect from through December 31, 2022 unless and until thirty (30) days after either party shall notify the other party in writing of its election to terminate.

3. It is further agreed that the WCPARC will reimburse HCMA for the services listed below against the Authority's invoice annually for actual hours worked between April and November beginning in April 2018 and ending November 2022. HCMA will provide WCPARC with an annual summary of work performed and total hours.

The fees are based on the following rates:

a. Labor Wages (per hour worked)

	2018	2019	2020	2021	2022
Full-time Maintenance	\$53.22	\$55.39	\$57.68	\$60.09	\$62.65
Part-time / Seasonal Maintenance	\$18.43	\$18.80	\$19.17	\$19.56	\$19.95
Full-time Police	\$55.21	\$57.42	\$59.75	\$62.21	\$64.80
Part-time Police	\$26.98	\$27.64	\$28.32	\$29.02	\$29.75
Public Safety Attendant	\$11.88	\$12.12	\$12.36	\$12.61	\$12.86

- b. Equipment rates at \$150 per day used
- c. Material, supplies or contract services at best available prices

The parties agree that when maintenance work is done for the WCPARC on HCMA property, the cost share will be one-half for the WCPARC and one-half for HCMA. If the work performed is not on HCMA property, the WCPARC shall pay the full cost of the work. Further, the parties agree that the cost share for patrolling the trail will be one-half for the WCPARC and one-half for HCMA.

**IN WITNESS WHEREOF,** the parties have caused these presents to be executed and delivered by their duty authorized officers on the date first given above.

Huron	-Clinton Metropolitan Authority	Washtenaw County Parks & Recreation Commission		
Ву:		By:		
Its:		Its:		
Date:		Date:		



To: Board of Commissioners

From: Nina Kelly, Chief of Planning and Development

Subject: Approval – Letter of Intent for Shoreline Softening Feasibility Study

Location: Lake St. Clair Metropark

Date: August 2, 2018

Action Requested: Motion to Approve

That the Board of Commissioners' authorize staff to execute a Letter of Intent to apply for grant funding from the U.S. Army Corps of Engineers (USACE) to study the feasibility of softening the shoreline along Huron Point at Lake St. Clair Metropark as recommended by Chief of Planning and Development Nina Kelly and staff.

**Fiscal Impact:** There is no immediate fiscal impact to the Metroparks, nor is any fiscal impact anticipated in the 2019 budget year. USACE staff estimates the total cost of this study may range from a minimum of \$200,000 to \$400,000 on the high end. If approved, the grant will require a 35 percent match after the first \$100,000 that is fully federally funded; therefore, the maximum Metroparks match would be approximately \$105,000. This match may be met with in-kind services performed by Metroparks staff in support of the feasibility study. USACE submits budget requests two years in advance and the earliest available funding for this study is anticipated in 2020.

**Background**: At its May 10, 2018 regular meeting, the Board approved the application to the U.S. Forest Service Great Lakes Restoration Initiative to naturalize (or "soften") the shoreline from the maintenance yard/shorefishing area to the existing boat launch areas, among other project goals. This project, if awarded, would be enhanced by the storm water improvements planned for the maintenance yard as part of the Storm Water, Asset Management and Wastewater (SAW) grant program.

Staff has identified another potential shoreline improvement project along Huron Point in the lake proper. This project, if implemented, would complement any proposed beach restoration efforts that may take place in coordination with Macomb County as summarized in a report given at the June 14, 2018 Board meeting.

The USACE has invited the Metroparks to submit the attached letter of intent for the Great Lakes Fishery and Ecosystem Restoration Program (GLFER) to fund a feasibility study for this area of the park, which would identify appropriate measures for shoreline naturalization. The decision about whether to move forward with the study would be made by the GLFER Board at its regular meeting in early October 2018.

Attachment: Project Location

Letter of Intent



August 9, 2018

U.S. Army Corps of Engineers, Detroit District Steven Fischer, Chief, Planning Office 477 Michigan Avenue Detroit, MI 48226

Dear Mr. Fischer,

In accordance with the provisions of the Great Lakes Fishery and Ecosystem Restoration Program (GLFER), the Huron-Clinton Metropolitan Authority requests the U.S. Army Corps of Engineers (USACE) assistance in determining the feasibility of naturalizing approximately 6,000 feet of shoreline along Huron Point at Lake St. Clair Metropark in Harrison Township, Michigan. We request that USACE consider preparing a feasibility study under Section 506 of the Water Resources Development Act of 1996, as amended, to investigate opportunities for ecosystem restoration.

We believe this project would improve fish habitat and water quality, and would complement similar initiatives elsewhere in the park. We understand that a study would investigate alternative solutions to identify a plan to restore and/or protect aquatic and ecologically related habitats. I also understand our obligations as non-Federal sponsor under the GLFER Program, including the cost-sharing requirements for the feasibility, design and construction phases.

We understand the feasibility phase is initially federally funded up to \$100,000 and any additional costs for feasibility, design and construction are cost-shared 65 percent Federal and 35 percent non-Federal, which could include in-kind services. However, our ability to commit to that future cost share is dependent upon preliminary designs and cost estimates. We understand we would be responsible for all costs associated with the operations, maintenance, repair, rehabilitation and replacement (OMRR&R) of the project after it is constructed.

We are aware that this letter serves as an expression of intent and is not a contractual obligation. The Huron-Clinton Metropolitan Authority has designated Ryan Colliton, Chief of Natural Resources and Regulatory Compliance, as the point of contact for this project. Mr. Colliton may be reached at 810-494-6052 or <a href="mailto:ryan.colliton@metroparks.com">ryan.colliton@metroparks.com</a>.

Sincerely,

Amy McMillan Director



# **HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners

From: Mike Henkel, Chief of Engineering Services

Project No: 502-17-683

Project Title: Bids – Pump Station No. 1 Replacement

Project Type: Capital Improvement Location: Lake St. Clair Metropark

Date: August 2, 2018

Bids Received: July 19, 2018

#### Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 502-17-683 to the low responsive, responsible bidder, Lawrence M. Clarke, Inc., in the amount of \$330,790 as recommended by Chief of Engineering Services Mike Henkel and staff.

**Fiscal Impact:** In the 2018 capital improvement budget for Lake St. Clair, \$800,000 was budgeted for sanitary sewer rehabilitation. To date, \$152,605.70 was approved for sanitary televising, cleaning and assessments. The remaining \$647,394 balance is available to fund the current project and future repairs.

**Scope of Work:** The project includes selective demolition of the existing pump station, pump replacement, plumbing modifications, electrical upgrades, and associated sitework.

**Background:** The existing booster station was originally built in 1950s. The existing ejector system uses compressed air to facilitate pumping. The system is old, antiqued and needs to be replaced. The ejector pumps will be replaced with two efficient chopper pumps with variable speed drive controls. The proposed system will include the installation of upgraded controls, enclosures, electrical conductors and piping.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Lawrence M. Clarke, Inc.	Belleville	\$330,790.00
TSP Services, Inc.	Redford	\$348,785.80
Reliance Building Company	Novi	\$360,980.00
Midwest Power Systems	Milford	\$370,995.30
DVM Utilities	Sterling Heights	\$430,750.00
Remaining Budget for Contract Services		\$647,394.00
Work Order Amount		
Contract Amount Lawrence M. Clarke, Inc.		\$330,790.00
Contract Administration		\$ 4,000.00
Total Proposed Work Order Amount		\$334,790.00

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 Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



### **HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners

From: Mike Henkel, Chief of Engineering Services

Project No: 509-17-547

Project Title: Bids – Force Main Replacement

Project Type: Capital Improvement Location: Stony Creek Metropark

Date: August 2, 2018

Bids Received: July 19, 2018

#### Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 509-17-547 to the low responsive, responsible bidder, D.V.M Utilities, Inc., in the amount of \$378,600; and (2) transfer \$103,600 from the Washago Pond dam level control structure project account to cover the cost of the project as recommended by Chief of Engineering Services Mike Henkel and staff.

**Fiscal Impact:** The project is \$103,600 over budget. In the 2018 capital improvements budget for Stony Creek, \$275,000 was allocated for the force main replacement; funds are available in the Washago Pond dam level control structure project account to cover the over budget amount for the project.

**Scope of Work:** The project will abandon the existing sanitary force main and includes the installation of approximately 3200 lineal feet of new six-inch high-density polyethylene (HDPE) pipe by directional boring. The work will include all pump station and discharge manhole connections, associated joint restraints and site restoration.

**Background:** The existing six-inch cast iron force main was originally installed in 1962 before the lake flooded. The pipe is 56 years old, and due to the age, location and nature of the pipe connections, televising the pipe section has not been feasible to assess its condition. The force main runs from the Baypoint beach pump station beneath the lake to Eastwood beach where it continues by gravity to the metering station off of 26 Mile road where ties into the Shelby Township sewer system.

Contractor	<u>City</u>	<b>Amount</b>
DVM Utilities	Sterling Heights	\$378,600.00
Bidigare Contractors	Plymouth	\$398,727.00
Lawrence M. Clarke, Inc.	Belleville	\$411,500.00
Teltow Contracting, Inc.	Casco	\$667,705.00
Pamar Enterprises	New Haven	\$784,515.00
Budget for Contract Services		\$275,000.00
Work Order Amount		
Contract Amount D.V.M Utilities, Inc.		\$378,600.00
Contract Administration		\$ 4,000.00
Total Proposed Work Order Amount		\$382,600.00

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 Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



## **HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners

From: Mike Henkel, Chief of Engineering Services

Project No: 509-18-551

Project Title: Bids – Hike Bike Trail Paving

Project Type: Capital Improvement Location: Stony Creek Metropark

Date: August 2, 2018

Bids Received: July 25, 2018

### Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 509-18-551 to the low responsive, responsible bidder, James P. Contracting, in the amount of \$125,847.35; and (2) approve the transfer of \$125,847.35 from the Stony Creek Landing building project to the Hike-Bike Trail Paving project to cover the cost of the project as recommended by Chief of Engineering Services Mike Henkel and staff.

**Fiscal Impact:** This work was originally part of the Stony Creek Landing building project and funding is available from that project to cover the cost.

**Scope of Work:** The project will include the placement of 1.5 inches of asphalt wearing course on the 10-foot-wide share use trail at the boat launch facility. The work includes grading, moving material, milling, pavement repairs, pavement markings and restoration of the trail side slopes to turf.

**Background:** The paving of the trail was originally included in the scope of work for the Stony Landing building project and some of the work was partially completed by the building contractor. Once issues began with the project, quotes were obtained from the contractor working on the adjacent boat launch ramp project to complete work in order to open the area and make it safe to use by park patrons.

The current project is a remedy to issues with stock piled material on the site and to finish the shared use path work by placing the top course of asphalt, applying pavement markings, and restoring the area around the trail.

Contractor	<u>City</u>	<u>Amount</u>
James P. Contracting*	Romeo	\$ 125,847.35
Budget for Contract Services (Stony Landing Remaining Project Balance f	rom original contractor)	\$4,111,925.05
Work Order Amount Contract Amount James P. Contracting Contract Administration Total Proposed Work Order Amount (Round	ed)	\$ 125,847.35 \$ 4,000.00 \$ 129,847.00

This project was reported and publicly advertised in the following construction reporting outlets: MITN; Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics

One DFS Plan Room, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.

<sup>\*</sup>The following contractors view documents but did not submit a bid; Spectrum Neon Co., Madison Heights; CT Cultural Group, Washington; Pro-Line Paving, Washington; Dave's Contracting, Dearborn; Pearce Contracting, Ortonville; WCI contractors, Detroit; Asphalt Specialist, Pontiac; T&M Asphalt Paving, Milford; JV Contracting, Goodrich; Florence Cement Company, Shelby Twp.; Specialized Land Service, Bay City; Hutch Paving, Warren; Nationwide Construction Group, Chesterfield

Lower Huron/Willow/Oakwoods

Monthly TOTALS

District

Eastern

Western

Southern

Lake Erie

326,686

115,036

1,766,264

Current

638,778

685,764

441,722

341,820

116,800

1,771,745

Y-T-D Vehicle Entries by Management Unit

Prev 3 Yr Avg

611,068

685,634

434,883

Previous

620,703

692,422

458,620

		MONTHLY VEH	HICLE ENTRIES		MONTHLY TOLL REVENUE							
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous	F	Prev 3 Yr Avg	Change from Average	
Lake St Clair	68,996	76,118	75,203	-8%	\$	302,122	\$	313,192	\$	307,577	-2%	
Wolcott Mill	6,114	5,678	6,538	-6%	\$	7,471	\$	8,390	\$	2,975	151%	
Stony Creek	94,127	90,183	91,942	2%	\$	389,443	\$	459,654	\$	400,898	-3%	
Indian Springs	13,912	12,841	13,061	7%	\$	43,737	\$	30,354	\$	37,136	18%	
Kensington	106,005	114,870	111,463	-5%	\$	426,989	\$	500,856	\$	411,467	4%	
Huron Meadows	11,563	11,380	10,762	7%	\$	2,166	\$	2,474	\$	2,553	-15%	
Hudson Mills	25,972	27,928	27,895	-7%	\$	70,454	\$	79,061	\$	70,811	-1%	
Lower Huron/Willow/Oakwoods	74,813	81,329	76,957	-3%	\$	235,674	\$	268,589	\$	246,881	-5%	
Lake Erie	30,503	29,873	30,144	1%	\$	101,250	\$	102,399	\$	95,983	5%	
Monthly TOTALS	432,005	450,200	443,965	-3%	\$	1,579,306	\$	1,764,969	\$	1,576,281	0%	
		Y-T-D VEHIC	CLE ENTRIES					Y-T-D TOLL	. RE\	/ENUE		
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current		Previous		Prev 3 Yr Avg	Change from Average	
Lake St Clair	253,988	243,813	243,423	4%	\$	1,201,316	\$	1,102,801	\$	1,060,962	13%	
Wolcott Mill	32,359	38,407	35,797	-10%	\$	35,200	\$	37,613	\$	14,348	145%	
Stony Creek	352,431	338,483	331,847	6%	\$	1,693,077	\$	1,865,134	\$	1,678,499	1%	
Indian Springs	51,876	52,880	52,904	-2%	\$	214,696	\$	214,613	\$	210,333	2%	
Kensington	466,768	467,028	464,797	0%	\$	1,903,776	\$	2,069,047	\$	1,777,264	7%	
Huron Meadows	52,230	50,179	49,204	6%	\$	37,309	\$	27,141	\$	35,694	5%	
Hudson Mills	114,890	122,335	118,730	-3%	\$	344,323	\$	390,590	\$	357,955	-4%	
									1		· ·	

		MONTHLY PA	ARK REVENUE		Y-T-D PARK REVENUE					
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average		
Lake St Clair	\$ 437,361	\$ 462,529	\$ 465,225	-6%	\$ 1,742,820	\$ 1,633,995	\$ 1,600,767	9%		
Wolcott Mill	\$ 14,823	\$ 19,591	\$ 60,258	-75%	\$ 144,808	\$ 159,233	\$ 265,592	-45%		
Stony Creek	\$ 725,888	\$ 820,126	\$ 766,262	-5%	\$ 2,783,537	\$ 2,955,702	\$ 2,767,398	1%		
Indian Springs	\$ 204,319	\$ 176,543	\$ 189,401	8%	\$ 713,983	\$ 708,297	\$ 706,286	1%		
Kensington	\$ 877,102	\$ 897,273	\$ 825,315	6%	\$ 3,170,378	\$ 3,123,535	\$ 2,932,507	8%		
Huron Meadows	\$ 159,818	\$ 152,911	\$ 150,114	6%	\$ 547,328	\$ 505,731	\$ 508,518	8%		
Hudson Mills	\$ 188,831	\$ 172,183	\$ 172,914	9%	\$ 711,778	\$ 712,873	\$ 690,689	3%		
Lower Huron/Willow/Oakwoods	\$ 793,616	\$ 872,132	\$ 810,552	-2%	\$ 1,859,099	\$ 1,895,987	\$ 1,807,940	3%		
Lake Erie	\$ 386,319	\$ 369,792	\$ 374,873	3%	\$ 1,189,680	\$ 1,149,891	\$ 1,143,494	4%		
Y-T-D TOTALS	\$ 3,788,077	\$ 3,943,080	\$ 3,814,914	-1%	\$ 12,863,410	\$ 12,845,243	\$ 12,423,191	4%		

322,171

112,712

1,731,585

1%

2%

2%

Change from

Average

5%

0%

2%

724,423

445,391

\$ 6,599,511

Current

4,671,165

5,143,467

3,048,779

\$

772,096

454,906

Y-T-D Total Revenue by Management Unit

Prev 3 Yr Avg

4,633,757

4,838,000

2,951,434

Previous

4,748,929

5,050,436

3,045,878

\$ 6,933,941

\$

715,013

426,718

\$ 6,276,787

1%

4%

5%

Change from

Average

1% 6%

3%

	MONTHLY 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	5,880	5,657	5,739	2%	\$	193,392	\$ 189,121	\$ 188,935	2%
Indian Springs	5,153	4,790	4,715	9%	\$	146,599	\$ 145,040	\$ 124,550	18%
Kensington	5,668	5,591	5,600	1%	\$	186,831	\$ 171,214	\$ 148,400	26%
Huron Meadows	4,978	4,789	4,796	4%	\$	156,453	\$ 150,037	\$ 142,017	10%
Hudson Mills	4,074	3,210	3,200	27%	\$	100,054	\$ 81,905	\$ 75,082	33%
Willow	4,395	4,444	4,524	-3%	\$	131,683	\$ 130,114	\$ 119,669	10%
Lake Erie	4,956	4,299	4,544	9%	\$	143,206	\$ 124,908	\$ 115,223	24%
Total Regulation	35,104	32,780	33,117	6%	\$	1,058,218	\$ 992,339	\$ 913,876	16%
LSC Par 3	1,816	1,750	1,781	2%	\$	9,804	\$ 10,571	\$ 11,909	-18%
LSC Foot Golf	57	283	294	-81%	\$	360	\$ 2,006	\$ 1,951	-82%
Total Golf	36,977	34,813	36,005	3%	\$	1,068,382	\$ 1,004,916	\$ 932,989	15%
0015775		GOLF ROUNDS Y-T-D					GOLF REVE	ENUE 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	17,728	17,303	17,713	0%	\$	574,377	\$ 565,132	\$ 566,885	1%
Indian Springs	14,821	14,038	14,091	5%	\$	424,910	\$ 409,381	\$ 362,453	17%
Kensington	18,288	17,485	17,700	3%	\$	564,299	\$ 525,058	\$ 461,053	22%
Huron Meadows	15,476	14,911	15,015	3%	\$	478,877	\$ 465,249	\$ 434,341	10%
Hudson Mills	12,173	9,447	9,760	25%	\$	288,006	\$ 231,547	\$ 220,368	31%
Willow	11,136	12,169	13,121	-15%	\$	319,581	\$ 359,169	\$ 353,481	-10%
Lake Erie	14,567	13,511	14,338	2%	\$	414,786	\$ 383,763	\$ 360,810	15%
Total Regulation	104,189	98,864	101,738	2%	\$	3,064,836	\$ 2,939,300	\$ 2,759,390	11%
LSC Par 3	4,389	4,193	4,360	1%	\$	24,696	\$ 25,831	\$ 28,971	-15%
LSC Foot Golf	127	559	657	-81%	\$	769	\$ 3,938	\$ 4,314	-82%
Total Golf	108,705	103,616	108,847	0%	\$	3,090,301	\$ 2,969,069	\$ 2,806,569	10%
AQUATICS THIS MONTH		PATRONS T	HIS MONTH				MONTHLY	REVENUE	01 (
	Current	Previous	Prev 3 Yr Avg	Change from Average		Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	17,323	19,392	21,834	-21%	\$	86,638	\$ 96,515	\$ 99,549	-13%
Stony Creek Rip Slide	10,067	12,911	12,886	-22%	\$	50,414	\$ 64,216	\$ 66,520	-24%
KMP Splash	17,817	19,182	19,589	-9%	\$	105,270	\$ 112,033	\$ 110,720	-5%
Lower Huron	37,228	39,337	40,176	-7%	\$	373,010	\$ 394,692	\$ 377,779	-1%
Willow	8,401	8,812	9,453	-11%	\$	37,097	\$ 42,824	\$ 40,957	-9%
Lake Erie	13,264	13,861	15,545	-15%	\$	105,395	\$ 106,769	\$ 106,508	-1%
TOTALS	104,100	113,495	120,319	-13%	\$	757,824	\$ 817,049	\$ 808,337	-6%
A OLIATIOS V T D		PATRON	IS Y-T-D				REVENU	JE Y-T-D	
AQUATICS Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average		Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	33,546	31,947	34,642	-3%	\$	167,712	\$ 159,356	\$ 160,581	4%
Stony Creek Rip Slide	17,682	20,948	20,803	-15%	\$	87,176	\$ 101,662	\$ 105,781	-18%
KMP Splash	30,091	28,984	30,480	-1%	\$	179,673	\$ 174,157	\$ 176,105	2%
Lower Huron	63,512	58,037	61,774	3%	\$	638,880	\$ 581,762	\$ 573,498	11%
Willow	14,492	13,475	14,669	-1%	\$	67,095	\$ 67,162	\$ 64,466	4%
Lake Erie	25,076	22,324	24,863	1%	\$	193,995	\$ 176,879	\$ 177,062	10%
TOTALS	184,399	175,715	188,761	-2%	\$	1,334,532	\$ 1,260,978	\$ 1,268,647	5%

		Seasonal Activ	ities this Month		Monthly Revenue						
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current	Previous			ev 3 Yr Avg	Change from Average
Lake St. Clair											
Welsh Center	2	3	5	-60%	\$	1,400	\$	1,900	\$	3,300	-58%
Shelters	20	16	52	-62%	\$	6,435	\$	5,935	\$	6,435	0%
Boat Launches	813	1,344	1,295	-37%	\$	-	\$	-	\$	-	-
Marina	611	811	872	-30%	\$	5,506	\$	9,650	\$	7,536	-27%
Mini-Golf	2,238	2,881	2,783	-20%	\$	8,324	\$	10,198	\$	9,919	-16%
Wolcott											
Activity Center	13	11	14	-5%	\$	500	\$	1,040	\$	1,130	-56%
Stony Creek											
Disc Golf Daily	1,911	2,340	2,731	-30%	\$	6,554	\$	7,020	\$	8,194	-20%
Disc Golf Annual	0	0	2	-	\$	-	\$	-	\$	68	-
Total Disc Golf	1,911	2,340	2,733	-30%	\$	6,554	\$	7,020	\$	8,262	-21%
Shelters	42	50	40	4%	\$	9,450	\$	11,250	\$	8,775	8%
Boat Rental	5,462	6,255	6,241	-12%	\$	56,743	\$	66,437	\$	64,930	-13%
Boat Launches	150	212	363	-59%	\$	-	\$	-	\$	-	-
Indian Springs											<b>'</b>
Shelters	8	1	7	14%	\$	1,500	\$	200	\$	500	200%
Event Room	6	0	5	29%	\$	10,500	\$	-	\$	8,675	21%
Kensington											<b>'</b>
Disc Golf Daily	2,869	3,243	3,499	-18%	\$	8,733	\$	9,729	\$	10,360	-16%
Disc Golf Annual	10	6	3	275%	\$	550	\$	330	\$	143	284%
Total Disc Golf	2,879	3,249	3,501	-18%	\$	9,283	\$	10,059	\$	10,503	-12%
Shelters	50	46	43	16%	\$	11,700	\$	10,350	\$	10,275	14%
Boat Rental	6,623	5,845	7,224	-8%	\$	78,135	\$	82,661	\$	81,851	-5%
Huron Meadows											<u> </u>
Shelters	4	2	2	100%	\$	800	\$	400	\$	267	200%
Hudson Mills											
Disc Golf Daily	987	1,297	1,388	-29%	\$	2,961	\$	3,891	\$	4,163	-29%
Disc Golf Annual	4	1	3	33%	\$	220	\$	55	\$	158	39%
Total Disc Golf	991	1,298	1,391	-29%	\$	3,181	\$	3,946	\$	4,321	-26%
Shelters	11	15	13	-13%	\$	2,200	\$	3,400	\$	2,667	-18%
Canoe Rental	0	2,310	2,159	-	\$	7,372	\$	9,619	\$	9,302	-21%
Lower Huron / Willow / Oakv	voods										
Disc Golf Daily	207	334	111	86%	\$	630	\$	1,002	\$	334	89%
Disc Golf Annual	0	1	0	-	\$	-	\$	35	\$	12	-
Total Disc Golf	207	335	112	85%	\$	630	\$	1,037	\$	346	82%
Shelters	25	31	31	-20%	\$	5,250	\$	6,400	\$	6,600	-20%
Lake Erie											
Shelters	11	10	10	10%	\$	2,400	\$	2,400	\$	2,233	7%
Boat Launches	2,245	2,664	2,439	-8%	\$	-	\$	-	\$	-	-
Marina	582	10	11	5223%	\$	32,208	\$	32,203	\$	34,859	-8%

### **HURON-CLINTON METROPARKS MONTHLY STATISTICS**

	Seasonal Activities Y-T-D Seasonal Revenue						nue Y-T-D			
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current	Previous	Pre	ev 3 Yr Avg	Change from Average
Lake St. Clair										
Welsh Center	44	34	33	32%	\$	32,150	\$ 28,025	\$	23,450	37%
Shelters	212	177	254	-16%	\$	52,124	\$ 50,840	\$	54,373	-4%
Boat Launches	2,683	3,535	3,323	-19%	\$	-	\$ -	\$	-	-
Marina	1,165	1,609	1,694	-31%	\$	14,092	\$ 12,924	\$	12,557	12%
Mini-Golf	5,014	6,128	5,905	-15%	\$	18,421	\$ 21,998	\$	21,280	-13%
Wolcott										
Activity Center	59	57	62	-5%	\$	11,150	\$ 10,040	\$	11,480	-3%
Stony Creek										
Disc Golf Daily	7,495	9,629	10,949	-32%	\$	24,400	\$ 30,757	\$	35,020	-30%
Disc Annual	102	122	120	-15%	\$	5,590	\$ 6,550	\$	6,060	-8%
Total Disc Golf	7,597	9,751	11,069	-31%	\$	29,990	\$ 37,307	\$	41,080	-27%
Shelters	291	308	318	-8%	\$	65,475	\$ 69,200	\$	66,945	-2%
Boat Rental	10,636	11,240	11,186	-5%	\$	111,279	\$ 118,531	\$	121,110	-8%
Boat Launches	589	592	749	-21%	\$	-	\$ -	\$	-	-
Indian Springs										
Shelters	34	20	42	-18%	\$	6,450	\$ 3,850	\$	5,600	15%
Event Room	29	32	31	-5%	\$	46,500	\$ 54,900	\$	53,894	-14%
Kensington										
Disc Golf Daily	12,407	14,704	15,324	-19%	\$	40,849	\$ 44,112	\$	45,826	-11%
Disc Annual	179	124	155	16%	\$	9,665	\$ 6,700	\$	6,904	40%
Total Disc Golf	12,586	14,828	15,478	-19%	\$	50,514	\$ 50,812	\$	52,730	-4%
Shelters	364	322	341	7%	\$	82,350	\$ 80,000	\$	82,945	-1%
Boat Rental	11,851	10,268	12,236	-3%	\$	144,650	\$ 140,372	\$	146,444	-1%
Huron Meadows										
Shelters	26	19	20	28%	\$	5,200	\$ 3,800	\$	4,200	24%
Hudson Mills										
Disc Golf Daily	4,047	6,510	6,524	-38%	\$	12,141	\$ 19,530	\$	19,573	-38%
Disc Annual	163	153	143	14%	\$	8,765	\$ 8,215	\$	7,412	18%
Total Disc Golf	4,210	6,663	6,668	-37%	\$	20,906	\$ 27,745	\$	26,985	-23%
Shelters	84	94	91	-7%	\$	18,200	\$ 19,200	\$	18,267	0%
Canoe Rental	1,556	3,529	3,310	-53%	\$	7,372	\$ 19,898	\$	16,365	-55%
Lower Huron / Willow / Oakwoo	ods									
Disc Golf Daily	804	1,075	358	124%	\$	2,421	\$ 3,225	\$	1,075	125%
Disc Annual	15	13	4	246%	\$	785	\$ 695	\$	232	239%
Total Disc Golf	819	1,088	363	126%	\$	3,206	\$ 3,920	\$	1,307	145%
Shelters	239	234	227	5%	\$	52,450	\$ 50,700	\$	49,375	6%
Lake Erie										
Shelters	53	55	60	-12%	\$	11,500	\$ 12,400	\$	13,300	-14%
Boat Launches	10,636	10,951	10,134	5%	\$	-	\$ -	\$	-	-
Marina	1,506	22	41	3617%	\$	113,734	\$ 107,091	\$	111,792	2%

					Rental this Month				Cross Country Ski Rental Y-T-D						
PARK	Curr	ent	Prev	rious	Prev 3	3 Yr Avg	Change from Average		Current	F	Previous	Pre	ev 3 Yr Avg	Change from Average	
Stony Creek	\$	-	\$	-	\$	-	-	\$	7,226	\$	574	\$	4,052	-	
Kensington	\$	-	\$	-	\$	-	-	\$	14,430	\$	1,323	\$	7,550	91%	
Huron Meadows	\$	-	\$	-	\$	-	-	\$	24,092	\$	8,227	\$	15,925	51%	
Hudson Mills	\$	-	\$	-	\$	-	-	\$	5,128	\$	-	\$	2,693	90%	

#### INTERPRETIVE FACILITIES

		Monthly Pat	rons Served		YTD Patrons Served							
PARK	(total pr	ogram participants	and non-program	visitors)	(total program participants and non-program visitors)							
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average				
Lake St Clair	20,791	21,218	21,304	-2%	108,298	113,178	106,468	2%				
Wolcott Mill	3,957	3,332	3,389	17%	23,239	21,175	23,815	-2%				
Wolcott Farm	6,819	11,153	9,515	-28%	76,165	33,359	54,524	40%				
Stony Creek	19,707	20,436	19,947	-1%	106,731	121,988	115,484	-8%				
Eastern Mobile Center	328	864	586	-44%	14,488	10,646	9,943	46%				
Indian Springs	8,285	8,127	8,946	-7%	45,997	50,833	49,921	-8%				
Kens NC	35,681	30,406	29,811	20%	162,430	168,327	164,602	-1%				
Kens Farm	34,301	37,635	39,251	-13%	166,131	179,514	174,621	-5%				
Western Mobile Center	414	226	670	-38%	6,084	6,046	7,699	-21%				
Hudson Mills	3,789	3,680	3,720	2%	22,913	22,508	23,125	-1%				
Oakwoods	16,658	15,803	15,807	5%	83,959	90,820	89,783	-6%				
Lake Erie	15,975	15,843	13,964	14%	92,392	86,672	79,299	17%				
Southern Mobile Center	194	1,521	1,068	-82%	8,611	6,768	7,095	21%				
Totals	166,899	170,244	167,977	-1%	917,438	911,834	906,379	1%				

			Monthly	Rever	nue		YTD Revenue						
PARK	Current	F	Previous	Pre	ev 3 Yr Avg	Change from Average		Current		Previous	Pr	ev 3 Yr Avg	Change from Average
Lake St Clair	\$ 1,275	\$	1,745	\$	1,999	-36%	\$	16,083	\$	24,324	\$	21,633	-26%
Wolcott Mill	\$ 830	\$	889	\$	882	-6%	\$	13,256	\$	9,586	\$	9,590	38%
Wolcott Farm	\$ 308	\$	1,662	\$	1,939	-84%	\$	45,252	\$	48,941	\$	44,223	2%
Wagon Rides	\$ 666	\$	1,287	\$	695	-4%	\$	6,511	\$	10,391	\$	6,927	-6%
Livestock/Produce	\$ 1,711	\$	2,046	\$	1,371	25%	\$	13,640	\$	16,191	\$	15,654	-13%
FARM TOTAL	\$ 2,685	\$	4,995	\$	4,005	-33%	\$	65,403	\$	75,523	\$	66,804	-2%
Stony Creek	\$ 583	\$	1,160	\$	2,034	-71%	\$	16,207	\$	17,750	\$	18,015	-10%
Eastern Mobile Center	\$ 900	\$	175	\$	58	1443%	\$	12,713	\$	3,105	\$	1,245	921%
Indian Springs	\$ 1,983	\$	949	\$	2,622	-24%	\$	20,943	\$	24,039	\$	24,543	-15%
Kens NC	\$ 2,629	\$	964	\$	1,393	89%	\$	19,241	\$	19,041	\$	18,065	7%
Kens Farm	\$ 4,385	\$	3,026	\$	3,481	26%	\$	50,591	\$	24,129	\$	41,858	21%
Wagon Rides	\$ 1,966	\$	4,977	\$	3,311	-41%	\$	12,253	\$	24,774	\$	15,140	-19%
Livestock/Produce	\$ 1,240	\$	259	\$	899	38%	\$	2,904	\$	3,787	\$	9,399	-69%
FARM TOTAL	\$ 7,591	\$	8,261	\$	7,691	-1%	\$	65,748	\$	52,690	\$	66,397	-1%
Western Mobile Center	\$ 1,450	\$	875	\$	1,001	45%	\$	12,275	\$	11,035	\$	13,181	-7%
Hudson Mills	\$ 586	\$	1,160	\$	990	-41%	\$	9,436	\$	9,733	\$	10,034	-6%
Oakwoods	\$ 845	\$	1,576	\$	1,363	-38%	\$	11,882	\$	14,222	\$	11,655	2%
Lake Erie	\$ 1,063	\$	864	\$	599	78%	\$	7,481	\$	11,474	\$	8,284	-10%
Southern Mobile Center	\$ 88	\$	-	\$	-	-	\$	15,847	\$	3,887	\$	1,435	1004%
Totals	\$ 22,508	\$	23,613	\$	24,638	-9%	\$	286,513	\$	276,408	\$	270,882	6%

7,446

35,373

31,773

3,500

15,602

14,994

157,242

7,434

30,069

36,000

3,500

14,720

13,991

154,072

Indian Springs

Kens NC

Hudson Mills

Oakwoods

Lake Erie

Kens Farm

Totals

		ON-SITE Program:	s and Attendance		OFF-SITE Programs and Attendance					
BREAKDOWN OF ATTENDANCE	CURREN	T YEAR	PREVIOU	S YEAR	CURREN	T YEAR	PREVIOU	S YEAR		
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance		
Lake St Clair	42	987	138	1,778	39	824	3	102		
Wolcott Mill	16	190	33	515	-	-	-	-		
Wolcott Farm	40	312	57	3,342	-	-	2	950		
Stony Creek	21	407	39	1,044	-	-	1	50		
Eastern Mobile Center					11	328	5	864		
Indian Springs	29	664	33	433	1	175	4	260		
Kens NC	26	255	24	217	2	53	4	120		
Kens Farm	109	2,528	111	1,635	-	-	-	-		
Western Mobile Center					16	414	10	226		
Hudson Mills	14	289	7	116	-	-	2	64		
Oakwoods	15	311	20	258	12	745	4	825		
Lake Erie	15	311	12	217	12	670	17	1,635		
Southern Mobile Center					9	194	51	1,521		
Totals	327	6,254	474	9,555	102	3,403	103	6,617		
BREAKDOWN OF ATTENDANCE	OTHER VI (Non-pro			-						
	Current	Previous			stics includes both		to the public and			
Lake St Clair	18,980	19,338	1	orograms offered t	o school and scout	groups.				
Wolcott Mill	3,767	2,817								
Wolcott Farm	6,507	6,861		'OFF-SITE" - Stati	stics includes outre	each programs at s	schools, special			
Stony Creek	19,300	19,342	events such as local fairs, or outdoor related trade shows.							

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