

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Work Session
December 10, 2020 – 12:00 p.m.
Remote Meeting

<https://us02web.zoom.us/j/85619326579?pwd=Z1ZQZGJkQTl0NkxoeE9DeXUwc1dMZz09>

Meeting ID: 856 1932 6579 / **Passcode:** 157357

One tap mobile: +19292056099,,85619326579# US (New York) / +13017158592,,85619326579# US (Washington D.C)

1. Call to Order

2. Living Wage Discussion

3. 2021 Behind the Scenes Budget Overview

4. Public Participation

5. Motion to Adjourn

PUBLIC HEARING – 2021 Budget

Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
December 10, 2020 – 1:00 p.m.
Remote Meeting

<https://us02web.zoom.us/j/85619326579?pwd=Z1ZQZGJkQTl0NkxoeE9DeXUwc1dMZZ09>

Meeting ID: 856 1932 6579 / **Passcode:** 157357

One tap mobile: +19292056099,,85619326579# US (New York) / +13017158592,,85619326579# US (Washington D.C)

1. Motion to Open Public Hearing
2. Chairman's Statement
3. 2021 Budget Review – Rebecca Franchock, Chief of Finance
4. Public Participation
5. Motion to Close the Public Hearing

Note: Action on the 2021 Budget will be taken during the regular meeting of the Board of Commissioners following the public hearing.

AMENDED Agenda
Huron-Clinton Metropolitan Authority
Board of Commissioners
December 10, 2020 – Immediately Following Budget Hearing
Remote Meeting

<https://us02web.zoom.us/j/85619326579?pwd=Z1ZQZGJkQTl0NkxoeE9DeXUwc1dMZZ09>

Meeting ID: 856 1932 6579 / **Passcode:** 157357

One tap mobile: +19292056099,,85619326579# US (New York) / +13017158592,,85619326579# US (Washington D.C)

1. Call to Order
2. Chairman's Statement
3. Public Participation
4. Approval – November 12, 2020 Regular Meeting and Closed Session Minutes
5. Approval – December 10, 2020 Full Agenda

Consent Agenda

6. Approval – December 10, 2020 Consent Agenda
 - a. Approval – November Financial Statements
 - b. Approval – November Appropriation Adjustments **pg. 1**
 - c. Report – Monthly Planning and Development Update **pg. 3**
 - d. Report – Natural Resources Update **pg. 20**
 - e. Approval – Electrical Design Services Proposal, Lake St. Clair Metropark **pg. 28**
 - f. Approval – Nature Center Lighting Upgrades, Oakwoods Metropark **pg. 74**
 - g. Approval/Resolution – Exemption of Taxes Subject to Capture, Detroit Region Aerotropolis **pg. 75**
 - h. Report – Shelden Trails Development and Construction, Stony Creek Metropark **pg. 79**
 - i. Approval – 2021 Worker's Compensation Insurance Renewal **pg. 81**
 - j. Approval – 2021 Fiduciary Liability Insurance Renewal **pg. 82**
 - k. Approval – 2021 Property and Liability Insurance Renewal **pg. 83**
 - l. Report – Purchases over \$10,000 **pg. 84**
 - m. Purchases
 1. Garbage Truck, Stony Creek **pg. 85**

Regular Agenda

7. **Approval – 2021 Budget and Resolution **pg. 86****
8. **Reports**
 - A. *Financial Department***
 1. Report – November General Fund Financial Review **pg. 94**
 2. Report – November Capital Project Fund **pg. 96**
 3. Approval – Designation of Fund Balance **pg. 99**
 4. Approval – 2019 Tax Levy Adjustments **pg. 100**
 5. Approval – Pension Plan Restatement **pg. 102**
 6. Approval – 2020 Pension Plan Additional Contribution **pg. 215**
 - B. *Administrative Department***
 1. Approval – 2021 Board Meeting Schedule **pg. 216**
 2. Report – Monthly Marketing Update **pg. 218**
 3. Report – Monthly DEI Update **pg. 264**

C. Planning Department

1. Report – 2020-2023 Rouge Park Partnership Update **pg. 275**
2. Approval/Grant Resolution – Accessible Launch Development, Lake St. Clair **pg. 283**

9. Other Business

- a. Approval – Library Partnership Agreement **pg. 288**
- b. Approval – T-Mobile Contract for Library Hotspots **pg. 289**

10. Staff Leadership Update
11. Commissioner Comments
12. Motion to Adjourn

A **Work Session** will take place prior to the Board Meeting
Thursday, Dec. 10, 2020 – 12:00 p.m.
Remote Meeting

The next regular Metroparks Board meeting will take place
Thursday, Jan. 14, 2020 – TBD
Remote Meeting



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Approval – November Appropriation Adjustments
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the November 2020 Appropriation Adjustments as recommended by 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 November, \$317,239 was transferred between general fund operation accounts; \$4,830 of this provided funding for capital equipment acquisitions.

The result of these changes can be seen by Accounting Function and Location in the attached chart.

Attachment: November Appropriation Adjustments

**Huron-Clinton Metropolitan Authority
November 2020 Appropriation Transfer Summary**

<u>Expense Accounts</u>	<u>Location</u>	<u>Expense Increase/ Revenue Decrease</u>	<u>Expense Decrease/ Revenue Increase</u>	<u>Difference</u>
Capital	Kensington Equipment	\$ -	\$ 1,330	\$ (1,330)
	Lake Erie Equipment	-	3,500	(3,500)
	Total	\$ -	\$ 4,830	\$ (4,830)
Operations	Administrative Office	\$ 25,060	\$ 24,074	\$ 986
	Lake St. Clair	24,058	8,054	16,004
	Kensington	40,893	38,089	2,804
	Lower Huron	3,000	3,000	-
	Hudson Mills	1,361	1,361	-
	Stony Creek	119,192	135,196	(16,004)
	Lake Erie	82,240	78,740	3,500
	Wolcott	14,110	16,570	(2,460)
	Indian Springs	7,325	7,325	-
	Total	\$ 317,239	\$ 312,409	\$ 4,830
Total General Fund Transfers		\$ 317,239	\$ 317,239	\$ -



To: Board of Commissioners
From: Nina Kelly, Chief of Planning and Development
Project Title: Planning and Development Department Monthly Update
Date: December 4, 2020

Action Requested: Receive and file

That the Board of Commissioners receive and file the Planning and Development Department Monthly Update as recommended by Chief of Planning and Development Nina Kelly and staff.

Executive Summary: The following are highlights of the activities of the Planning & Development Department for December 2020:

Project Implementation

- Maple Beach Playground completion on hold until spring 2021; poured-in-place safety surfacing must be installed above certain temperatures.
- Shelden Trails Beach (Loop A), Bee Line (Loop B), and the northern connector to Oakland Township are nearly ready for official opening. Contract extension recommended to complete the rest of the trail system (Loops C, D, E, and the northern connector bridge) in 2021 as part of the annual budget (\$442,035).

Planning and Community Engagement

- Issued request for proposals (RFP) for playground equipment at a new destination playground identified for Lower Huron Metropark in the 2021 budget. Facilitated stakeholder engagement meeting with the Detroit Association of Black Organizations (DABO) and solicited input from the Detroit Riverfront Conservancy and the general public via an online survey (over 160 responses received in less than one week).
- Developing out conceptual designs for the Dave Kirbach Memorial at Kensington Metropark.
- Assembling report on non-motorized and parking lot counts from summer 2020.

Programming

- Detroit Institute of Arts (DIA) Inside/Out Program installations for 2020 are wrapping up; 2021 application was approved for installations at Kensington, Lake Erie, and Stony Creek Metroparks.
- Hired Detroit Disability Power (member of the FAIR Play Coalition) to develop a program accessibility evaluation tool; training on its use for Metroparks programming staff scheduled for 12/7. Once completed, the ADA Transition Plan Programming Chapter will be updated.
- Rouge Park Partnership Plan: Beginning conversations with city of Detroit Parks and Recreation regarding incorporation of programming elements in 2021. Coordination with Natural Resources and Marketing to continue implementation of identified projects.

Land Issues

- Phase II environmental site assessment (ESA) and appraisal currently underway for the 140-acre Schmidt property adjacent to Wolcott Mill Metropark. The 90-day due diligence period began on Nov. 2, 2020.
- Drafting a new Access and Encroachment policy in coordination with Miller Canfield. Upon completion, it will be brought before the Board for review and approval.

Grants

- EGLE Recycling & Organics Infrastructure Grant executed; project will fund public recycling expansion system-wide to both the Western and Southern Districts.
- SEMCOG Transportation Equity Grant executed by Harrison Township; project will involve planning for a transit connection to Lake St. Clair Metropark.
- Land and Water Conservation Fund (LWCF) Grant recommendation from MI Department of Natural Resources (DNR) for improvements to the Walnut Grove Campground and the development of an off-leash dog area at Lower Huron Metropark.
- The Iron Belle Trail extension at Lower Huron Metropark and the development of an accessible launch at Dexter-Huron Metropark are among the top-scoring projects in front of the Michigan Natural Resources Trust Fund (MNRTF) Board for their December 2nd meeting.
- Application submitted to the National Fish & Wildlife Foundation (NFWF) Southeast Michigan Resilience Fund to address streambank erosion and implement other green infrastructure projects at the Big Bend area of Willow Metropark. If funded, this project would implement several projects identified in the Stormwater Management Plan.
- Received small tree-planting grant through the DNR Urban and Community Forestry program for Stony Creek Metropark.

PLANNING AND DEVELOPMENT MONTHLY REPORT

December 2020

Administrative Office
13000 High Ridge Drive
Brighton, MI 48114



[METROPARKS.COM](https://www.metroparks.com)

TABLE OF CONTENTS

Metroparks System-Wide	3
Southern District	6
Western District	8
Eastern District.	10
What's Next	13

OTHER DEPARTMENT INPUT KEY	
	Natural Resources and Regulatory Compliance
	Planning and Development
	Diversity, Equity and Inclusion
	Interpretive Services and Community Outreach
	Engineering

SYSTEM-WIDE

Restoration – Linear feet or acreage of project impact for shoreline protected or restored, wetlands protected or restored, floodplain protected or mitigated

Invasive Species Management – Linear feet or acreage of project impact treating invasive species

Habitat and Wildlife Protected – Linear feet or acreage of project impact for fish habitat, fish barriers removed or bypassed, species moved or avoided

Partnerships – Outside agency funding sources (total cost/sharing percentage)

Volunteers – Total number of volunteers/workdays

Grant/Foundation Funding – Total funding/match

Visitor Counts – Total number of visitors weekend/weekday

Best practices education – Project emphasizes educational and interpretational opportunities

Estimated cost – Total estimated or actual cost of project

Accessibility – Determine if facility or programs designed for accessibility (A) or if barriers (B) exist based on ADA checklist

Staff time – Total number of staff hours estimated

Administrative

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
DISTRICT-WIDE	Planning and Development monthly reports	Report		Monthly	Staff time	Report assembly
	Tollbooth scanning reports	Report		Monthly	Staff time	Report assembly on pause until spring 2021
	Foundation administrative Tasks	Various		Ongoing	Grant/Foundation funding	Administrative tasks, assist with audit
	Sign request processing/signage transition plans	Infrastructure/ Small Facilities		Ongoing	Actual Cost	Administrative tasks
	CAPRA accreditation preparation/initiation	Report	Various	Ongoing	Staff time	Self-Assessment preparation with Chapter Chairs
	Regional transportation/recreation opportunities	Various	Various	Ongoing	Staff time	Project agreement completed, drafting MOU with Harrison Twp and drafting RFP for consultant
	SEMTAT participation	Report		Ongoing	Staff time	Meeting attendance for Capacity Building & Planning/Mapping committees
	FAIR Play Coalition engagement	Various		Ongoing	Volunteers	Consultations on projects
	Agency/org partnership maint. and development	Various	Various	Ongoing	Staff time	Partnership approved with the Detroit Riverfront Conservancy, currently working on programmatic coordination
	CAPRA Programming Ch. 6	Various		Ongoing	Staff time	Documentation assembly
	CAPRA Planning Ch. 2	Report		Ongoing	Staff time	Documentation assembly
	Commemorative trees and benches	Various		Ongoing	Staff time	Administrative tasks
	Great Lakes Way advisory committee participation	Various		Ongoing	Staff time	Meeting attendance

SYSTEM-WIDE

Facility Concept Planning

Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
Accessible picnic shelter layouts for parks	Plan		4 months	Staff time	Spring Hill first picnic facility to be fully accessible. Several others underway..
David Kirbach Memorial Site	Plan		5 months	Staff time	Conceptual design underway.

HCMA Studies/Initiatives

Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
Volunteer Management	Plan		Ongoing	Staff time	Phase one (golf, natural resources, work skills, eagle scouts/collaborative projects) are currently now able to be re-engaged
Trail ambassador program	Report		4 months	Staff time	On pause due to COVID-19
ADA Transition Plan	Plan		Ongoing	Staff time	ADA webpage and Programming Transition Plan under development.
Visitor counts	Various		Ongoing	Staff time	Data collection for 2020 compiled into report including pedestrian and bicycle weekly reports generated. In addition, parking lot counts completed in October will be included in report.

Grants/Fundraising

Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
REI Grant Rouge Park	Plan		Ongoing	Staff time	Implementation of REI grant and coordination with NR
2020 DNR Recreation grant applications	Documentation	Various	Nov./Dec.	Staff time	Awaiting Trust Fund decisions in December
Mobile Learning Center PNC Early Education Grant	Reporting		Dec.	Staff time	Report submitted; Anticipate invite to apply in Nov.
EGLE Recycling Bin Grant	Plan	Various	May 2021	Staff time	Contract executed; implementation to begin early 2021

SYSTEM-WIDE

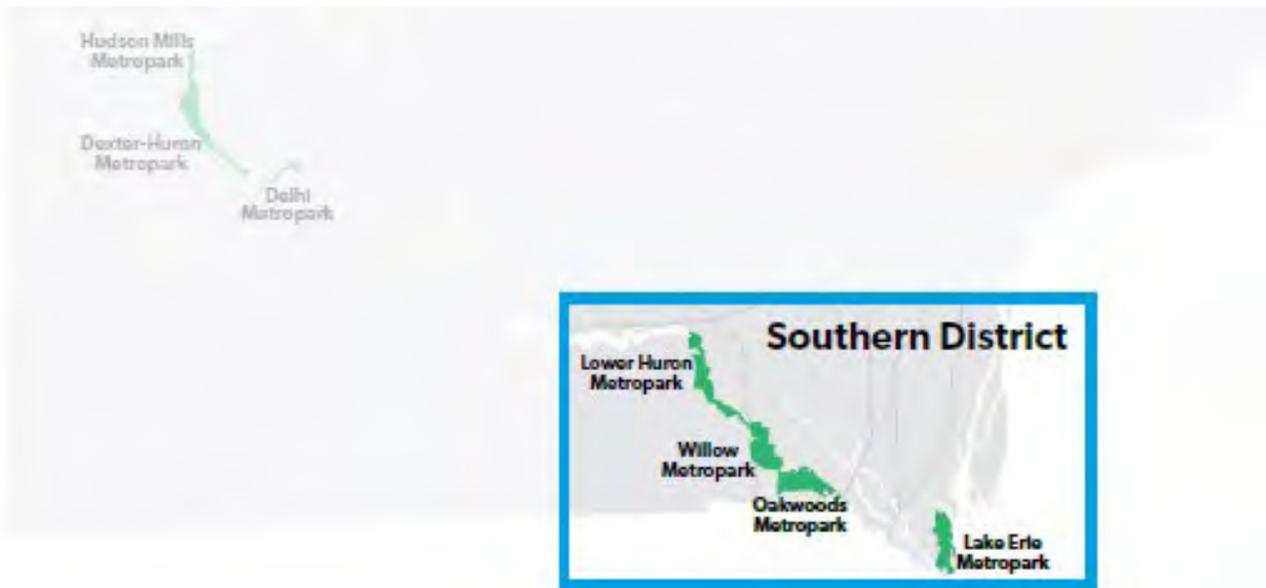
Project Implementation/Oversight

Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
Sustainability Plan projects coordination	Various		Ongoing	Various	Reset of Environmental Council (Brighton Chamber of Commerce) for potential partnership opportunities with HCMA Sustainability Plan action items

Recreation Programming

Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
2021 Recreation Programming	Various		On going	Staff time	Planning underway
DIA's Inside/Out program	Various		On going	Staff time	Removals will be in December for LSC, IS, and Oakwoods. Kensington, Lake Erie, and Stony Creek to host artworks in 2021
Virtual races with Epic Races	Various	Mkting	On going	Staff time	Administrative tasks
ADA Programming Evaluation	Various		On going	Staff time	Working with Detroit Disability Power to draft an evaluation tool for staff, facilitating anti-ableism workshop for all staff.

SOUTHERN DISTRICT



SOUTHERN DISTRICT

Grants/Fundraising

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
OAKWOODS	Ford Volunteer Corps	Plan	NR	Nov	Staff	Received \$4,000 for Tallgrass Prairie Refurbishment, volunteer-based project will be implemented in May 2021
Willow	SE Michigan Resilience Fund	Plan	Eng./NR	Nov	Staff	Project submitted to implement OHM stormwater recommendations for the Big Bend area and expand prairie habitat and river buffer

Project Implementation/Oversight

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
LOWER HURON	2018 LWCF - LH N. Fishing Site Grant Project	Large Facilities		Ongoing	Staff time	Design finalized; plans, EGLE permit received; RFP in development; Submit plans to DNR
LH-WIL-OAK	2019 Iron Belle Trail Signage Grant Project	Small Facilities		September 2021 deadline	Contractor	Project near completion, working on sorting reimbursements, granted extension due to state spending freeze
OAKWOODS	2019 LWCF - Oakwoods Accessible Nature Trail Grant Project	Large Facilities		Waiting on Project Agreement Execution	Staff time	SHPO submittals have received clearance letter.; DNR does not anticipate agreements executed until 2021
LAKE ERIE	2019 LWCF - Lake Erie Accessible Boat/Kayak Launch Grant Project	Large Facilities		1 month	Staff time	SHPO submittals have received clearance letter; DNR does not anticipate agreements executed until 2021

SOUTHERN DISTRICT

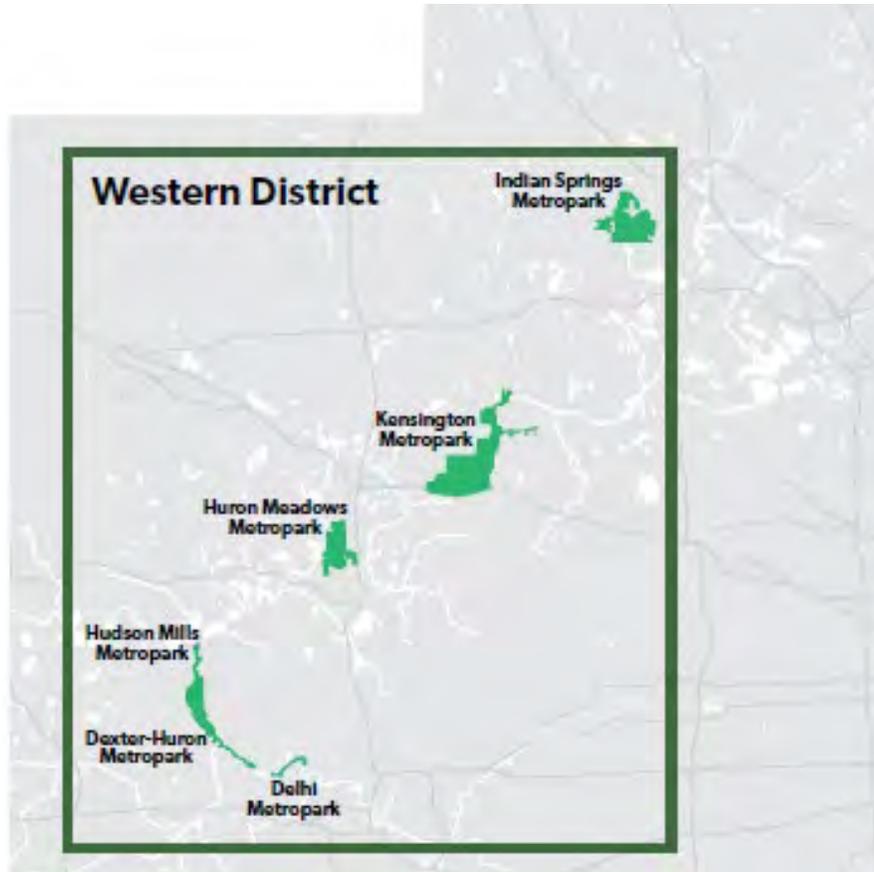
Facility Concept Planning

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
	Lake Erie Nature Trails/Hike-Bike Trails Concept Plan	Large Facilities	Various	December	Staff time	Draft Conceptual Plan in progress

HCMA Studies/Initiatives

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
LHU	Signature playground project	Large Facilities	Various	July 2021	Contractor	Draft Conceptual Plan with public input completed, RFP out for bidders with selection of short list bid presentations in December

WESTERN DISTRICT



WESTERN DISTRICT

Administrative

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
DELHI	Border-to-Border trail design and construction	Large Facilities		Ongoing	Estimated Cost	Trail construction completed. Bench locations determined.
DELHI	Skip's Livery relocation	Large Facilities		Ongoing	Consultant fee	Design and permitting in progress
KEN	Public art initiative for Maple Beach	Large Facilities		Ongoing	Staff time	Public art guidelines in development.

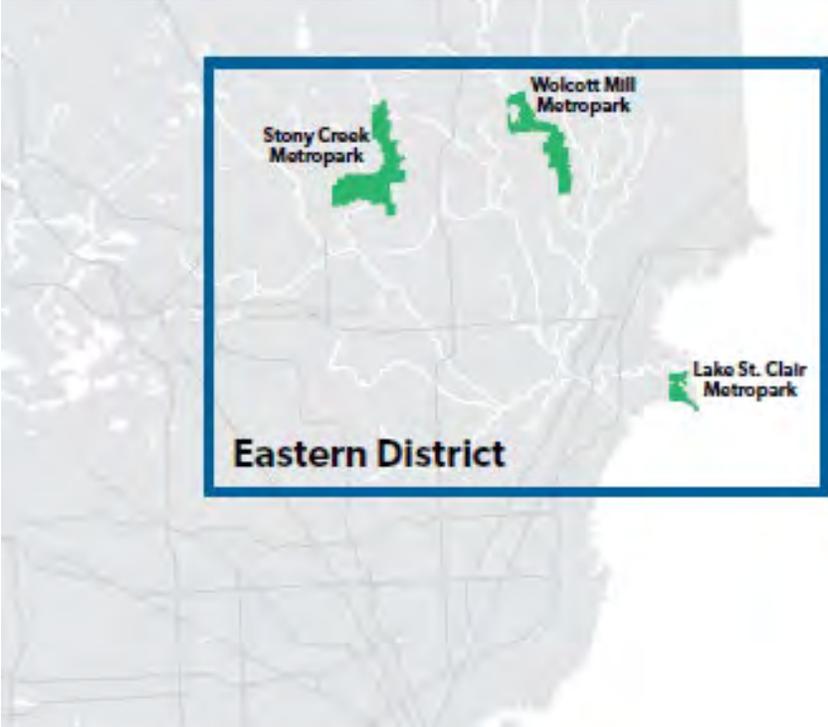
Grants/Fundraising

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
HMI	None at this time					

Project Implementation/Oversight

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
KEN	Maple Beach Playground	Large Facilities		6 months	Staff time	Construction will be on hold shortly until spring for the Poured-in-place Rubber Surfacing. All other work completed in November 2020
DHU	2019 Iron Belle Trail B2B Connector Grant Project	Small Facilities		September 2021 deadline	Contractor	Project near completion, working on sorting reimbursements, granted extension due to state spending freeze
HMI/IS	2019 TF Rapids View Accessible Launch Project	Large Facilities		Ongoing	Staff time	Project agreement executed in October

EASTERN DISTRICT



Recycle Bin Program at Lake St. Clair

EASTERN DISTRICT

Administrative

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
WMIII	Schmidt Property Acquisition	Land Acquisition		Fall 2020	Offer in negotiations	Phase 1 ESA completed, beginning Phase 2 ESA and appraisal at start of 90-day due diligence period
LSC	Nona (S. River Road) Potential Property Acquisition	Land Acquisition		Fall 2020	Consultant fees	Appraisal complete, acquisition strategy in progress

Grants/Fundraising

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
SCR	Pilot Transit Planning for Access to LSC	Large Facilities		2021 Completion	Staff Time	Awarded SEMCOG Planning Assistance Program funding for Transportation Equity Grant
	Urban Community Forestry Grant	Application	Various	2021 Completion	Staff Time	Grant was submitted for 13 trees to be planted near the Stony Creek Starter Building

Project Implementation/Oversight

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
LSC	LSC Beach Restoration Project- Nonpoint Source Pollution Project	Large Facilities		2023 Completion	Staff Time	Working on design iterations for planting
	LSC Nature Center-DNR Grant Admin	Large Facilities		Dec.	Staff time	Interpretive Services overseeing implementation; project completion- final invoicing and reporting due by year-end
SCR	Shelden Trails Redevelopment	Large Facilities		Ongoing	Staff time	Loops Section B completed while Section A near completion; Construction on section D and the North Trail Connector have begun.
	Shelden Trails Signage Plan	Small Facilities	Mkting	3 months	Staff time	Worked with marketing to create a public poll for naming of trails, finalizing plan for signage

EASTERN DISTRICT

Recreation Programming

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
LSC	None at this time					

Facility Concept Planning

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	December 2020 Actions
LSC	None at this time					

WHAT'S NEXT?

	Description	Action Type
SYSTEM WIDE	Trail Counts/Parking Lot Counts Final Summary Report	Staff time
	River Restoration Campaign concept plan	Staff time
	2021 DNR Recreation Grants planning	Staff time
	Metroparks updates to website with Accessible facilities and amenities	Staff time
WESTERN DISTRICT	Accessible Programming Evaluations	Staff time
SOUTHERN DISTRICT	Accessible Programming Evaluations	Staff time
	Lower Huron Signature Playground Conceptual Plan	Capital Project
	MCMP grant application for LEr nature trails/shoreline	Staff time





To: Board of Commissioners
From: Tyler Mitchell, Chief of Natural Resources and Regulatory Compliance
Subject: Monthly Natural Resources Report
Date: December 4, 2020

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the monthly Natural Resources Report as recommended by Chief of Natural Resources and Regulatory Compliance and staff.

Attachment: Monthly Natural Resources Report



6-d-a

NATURAL RESOURCES MONTHLY REPORT

DECEMBER 2020

Administrative Office
13000 High Ridge Drive
Brighton, MI 48814



[METROPARKS.COM](https://www.metroparks.com)

TABLE OF CONTENTS

Metroparks System-Wide	3
Southern District.	4
Western District	5
Eastern District.	6
What's Next.	7

SYSTEM-WIDE

ADMINISTRATIVE

- Annual NPDES (National Pollutant Discharge Elimination System) compliance reporting
- Annual ANC (Aquatic Nuisance Control) permit reporting
- Project Design and grant application work for *Habitat Restoration and Resiliency of the Huron River Floodplain in Willow Metropark* application to NFWF.
- Deer management program review and planning for 2021
- Detroit Rouge Park survey and work planning for 2021
- Lake Erie Metropark Shoreline Restoration and Wetland Enhancement project permitting and preconstruction meeting
- Lake St. Clair Black Creek Marsh Shoreline Restoration design and permitting
- Annual Eastern Massasauga Rattlesnake CCAA compliance reporting
- Annual Permitting for multiple ROW line clearance projects



SOUTHERN DISTRICT

WILLOW METROPARK

- Streambank Assessment at Big Bend
- Annual Hazardous Waste pickup
- Hazardous Tree removal near golf course

OAKWOODS METROPARK

- Invasive Shrub Removal – Cedar Ridge Prairie

LOWER HURON METROPARK

- Oak wilt remediation at various sites



WESTERN DISTRICT

KENSINGTON METROPARK

- Invasive shrub control – East Border Oak Savanna
- Annual Hazardous Waste pickup
- Hazardous Tree removal at various locations
- Oak Wilt Remediation at various sites

INDIAN SPRINGS METROPARK

- Invasive Shrub Removal – EDC Prairie
- EDC Discovery dome – plant material removal

HUDSON MILLS METROPARK

- Hazardous tree removal near disc golf course



EASTERN DISTRICT

STONY CREEK METROPARK

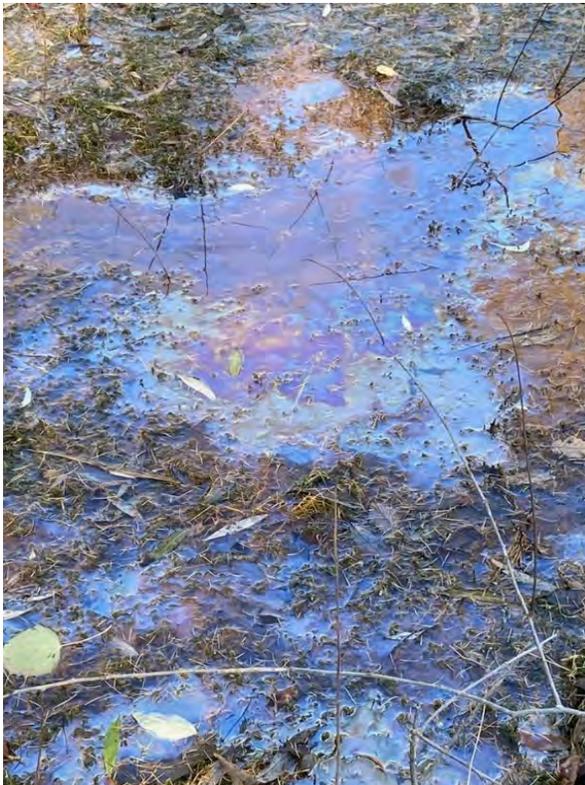
- Natural bacterial bio-sheen assessment
- Annual Hazardous Waste pickup

WOLCOTT MILL METROPARK

- Invasive Shrub Removal – Historic Center Drive
- Forestry Mowing at various locations

LAKE ST. CLAIR METROPARK

- Shoreline assessment at Black Creek Marsh Shoreline site



WHAT'S NEXT?

SYSTEM-WIDE

- Forestry mowing at Detroit Rouge Park Prairie
- Deer population counts and flyovers
- 2021 treatment planning for invasive species

SOUTHERN DISTRICT

- Construction of Shoreline project at Lake Erie Metropark
- Invasive Shrub Control – Robbe Farm Lower Huron

WESTERN DISTRICT

- Invasive shrub control – Wildwing Lake woods
- Invasive shrub control – Tamarack Swamp Hudson Mills

EASTERN DISTRICT

- Forestry Mowing – Stony Creek Nature Center Area
- Invasive shrub control – Nature Center Prairie West



To: Board of Commissioners
From: Mike Henkel, Chief of Engineering Services
Subject: Approval – Electrical Design Services Proposal
Location: Lake St. Clair Metropark
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the proposal dated November 30, 2020 from Hubble, Roth and Clark, Inc., Inc. in the amount \$109,400 for Electrical Design Services at Lake St. Clair Metropark as recommended by Chief of Engineering Services, Mike Henkel and staff.

Fiscal Impact: The project is budgeted for design and construction in the amount of \$1 million. If necessary, any electrical testing would be at hourly rates and on an as need basis authorized by the Metroparks.

Background: This segment of the proposed work will use professional design services to assess existing components, provide a report of findings and recommendations, formulate cost estimates, develop construction documents and provide construction oversight in conjunction with the Metroparks field engineering staff.

The existing electrical service at Lake St. Clair Metropark was installed in the 1950's. The power that services all the park comes from one central point of connection to Detroit Edison. All components from that location to each facility is the responsibility of the Metroparks. This arrangement is somewhat unique in that at other parks, the ownership of DTE is up to and includes the transformer and meter to each facility. The Metroparks is then responsible from the transformer to the building. Lake St. Clair electrical components within the purview of the Metroparks include underground power conductors, transformers, switch gears, disconnects, manholes, and their associated connections.

In the past, there have been issues with failing underground cabling and components resulting in the closure of facilities. The park has also reported issues with finding compatible replacement parts. Another issue to be considered as part of this work is to relocate the existing step-down transformers. Some of the transformers are located inside of the buildings, which is not optimal.

Attachment: Hubble, Roth and Clark Proposal

RFP NO.: 502.20-694

HURON-CLINTON METROPOLITAN AUTHORITY

**LAKE ST. CLAIR ELECTRICAL SUPPLY
UPGRADES AND REPLACEMENTS**

**PART 1:
TECHNICAL PROPOSAL**

DUE: NOVEMBER 30, 2020 AT 2:00 P.M.



SUBMITTED TO:

HURON-CLINTON METROPOLITAN AUTHORITY

Engineering Department
13000 High Ridge Drive
Brighton, MI 48114

PREPARED BY:

HUBBELL, ROTH & CLARK, INC.

555 Hulet Dr.
Bloomfield Hills, MI 48302-0360

Phone: 248-454-6300

Fax: 248-454-6312

ENGINEERING.

ENVIRONMENT.

EXCELLENCE.



TABLE OF CONTENTS

Introductory Letter	1
Form	2
A – General Information and Project Team.....	3–7
B – Understanding of Project and Tasks	8–11
C – Management Summary, Work Plan, and Schedule	12–17
D – Personnel.....	18–34
E – Budget Review.....	35
F – References.....	35

November 30, 2020

Huron-Clinton Metropolitan Authority
Engineering Department
13000 High Ridge Drive
Brighton, MI 48114

Attn: Mr. Mike Henkel, Chief of Engineering Services

Re: RFP No.: 502.20-694 for Electrical Supply Upgrades and Replacements
Lake St. Clair Metropark

HRC Job No. 20200947

Dear Mr. Henkel:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this proposal for professional engineering services as requested under the RFP for "Electrical Supply Upgrades and Replacements," for the Lake St. Clair Metropark.

HRC is a Michigan-based multi-disciplined engineering firm that offers a vast array of capabilities to meet and exceed the needs of our clientele. For over 100 years, we have provided consulting services to a wide variety of clients throughout Michigan, yet we continue to refine our approach to best match our client's needs.

HRC has wide-ranging experience assisting our clients in all aspects of electrical systems design and infrastructure/equipment upgrades from initial condition assessments to design and construction implementation. We have also recently completed a Golf Course Pump Station Assessment for several of the Huron-Clinton Metropolitan Authority (HCMA) facilities so we are familiar with your organization. Some of the same staff will provide services under this electrical scope of work, should HRC be selected for this project. Mr. Michael Roskelley, PE will be the Project Manager for these RFP services and Mr. Roland Alix, PE, will serve as Principal in Charge and represent the firm, including the authority to negotiate and bind into a contract with the HCMA.

In addition, HRC will utilize Power Plus Engineering, Inc. (Power Plus) for any electrical or ground testing that may be required for the work. We have teamed with PPE to perform similar services on prior projects.

Enclosed, you will find our experience and qualifications, including relevant projects, similar to HCMA's needs. We also describe the key personnel that will be assigned to this project.

We sincerely appreciate the opportunity to submit this proposal qualifications to perform this work and hope that you find our response well suited for these services. Should you have any questions or require any additional information, please do not hesitate to contact me via email at ralix@hrcengr.com or by phone at (248) 454-6385.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, PE
Principal/Vice President



Jane Graham, RA, NCARB
Senior Associate

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

WHY CHOOSE HRC? REASONS WHY CLIENTS CHOOSE HRC



**LAKE ST. CLAIR ELECTRICAL SUPPLY UPGRADES AND REPLACEMENTS
HURON-CLINTON METROPOLITAN AUTHORITY
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Design Project Title: Electrical Supply Upgrades and Replacements
Park Name: Lake St. Clair Metropark
Park Address: 31300 Metro Parkway, Harrison Township, Michigan 48045
RFP No.: 502.20-694
Issue Date: 11-16-2020
Response Date: 11-30-2020
PROPOSAL DUE TIME: By 2:00 PM (local time)

LOCATION:

Huron-Clinton Metropolitan Authority
Engineering Department
13000 High Ridge Drive
Brighton, Michigan 48114
(810) 227-2757

DESCRIPTION: The Huron-Clinton Metropolitan Authority is issuing a Request for Proposal (RFP) to qualified professional consulting firms to perform services as detailed in Attachment A, Statement of Work.

INDEX: Included in this RFP are the following:

- RFP Form (this form)
 - Attachment A – Statement of Work (and attachments, if any)
 - Attachment B – Standard Authority Professional Services Agreement form (for information only to be signed after award)
 - Attachment -Record drawings: Primary Switch Gear Replacement with park one line diagram
 - Attachment- Photos (5)
 - Attachment-Request for Proposal Standard Cost Form
- A copy of the complete RFP is available from the Michigan Inter-governmental Trade Network (MITN) website: www.mitn.info
 - A copy of the complete RFP is available from the Authority's Engineering Department, 13000 High Ridge Drive, Brighton, Michigan 48114.
 - A copy of the complete RFP has been provided to qualified professional consulting firms

Proponents responding to this RFP are strongly encouraged to carefully read the entire RFP

Direct inquiries regarding this RFP to Mike Henkel, Chief of Engineering Services, Project Representative, of the Engineering Department, at (Phone)810-494-6057 Email mike.henkel@metroparks.com

This Proposal is Offered

By: Name: Roland N. Alix, PE

Address: 555 Hulet Drive,

City, State: Bloomfield Hills, MI Zip: 48303-0824

Phone: (248) 454-6300 Email: ralix@hrcengr.com

A – GENERAL INFORMATION AND PROJECT TEAM

HRC FIRM OVERVIEW

CORPORATE OFFICERS AND OFFICE LOCATIONS

Hubbell, Roth & Clark, Inc. (HRC) is organized as an S-Corporation in the State of Michigan. Our Federal ID number is 38-0668370. There are eight principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 22 associates. The corporation title, primary activity, and experience of each of the officers are listed in [Table 1](#).

Table 1. HRC and Primary Activity

Officers	Title	Primary Activity
Daniel W. Mitchell, PE	President	Civil – Municipal
Nancy M.D. Faught, PE	Executive Vice President	Civil – Municipal/Transportation
Michael C. MacDonald, PE	Vice President/Secretary	Civil – Municipal
Jesse B. VanDeCreek, PE	Vice President	Civil – Municipal
 Roland N. Alix, PE	Vice President	Civil – Municipal/Industrial
James F. Burton, PE	Vice President	Civil – Municipal/Environmental
Charles E. Hart, PE	Vice President	Civil – Municipal/Transportation
Todd J. Sneathen, PE	Vice President	Civil – Municipal

HRC’s headquarters are in Bloomfield Hills, Michigan, with seven branch offices located throughout the state. The complete addresses of these business locations are listed below.

HRC OFFICE LOCATIONS	
 Bloomfield Hills 555 Hulet Drive Bloomfield Hills, MI 48302 248-454-6300 Fax: 248-454-6312	≡ Howell 105 West Grand River Ave. Howell, MI 48843 517-552-9199
≡ Grand Rapids 1925 Breton Rd SE, Suite 100 Grand Rapids, MI 49506 616-454-4286	≡ Jackson 401 S. Mechanic Street, Suite B Jackson, MI 49201 517-292-1295
≡ Delhi Township 2101 Aurelius Road, Suite 2 Holt, MI 48842 517-694-7760	≡ Kalamazoo 834 King Highway, Suite 107 Kalamazoo, MI 49001 269-665-2005
≡ Detroit Buhl Building, Suite 1650 535 Griswold Street Detroit, MI 48226 313-965-3330	≡ Lansing 215 South Washington Square, Suite D Lansing, MI 48933 517-292-1488

FIRM BACKGROUND

HRC is a 105-year old, privately held, Michigan-headquartered consulting engineering firm that specializes in infrastructure, the environment, and enhancing clients' physical facilities. HRC has been involved in the design and construction of many iconic Michigan projects that have supported the growth and prosperity of our state.

We are 266-plus strong: engineers, scientists, architects, surveyors, and technicians, who strive to remain focused on our clients' desired outcomes, while preparing superior work products. We are hands-on problem solvers.

Our flexible staffing abilities allow our project managers to staff as needed for project requirements. HRC is by design, agile enough to tackle small quick turn-around assignments, as well as large complex projects.

HRC is a multi-disciplined consulting engineering firm with capabilities in the following areas:

≡ Architectural Services	≡ Process Engineering	≡ Construction Services/Material Testing
≡ Site/Civil Engineering	≡ Wastewater Treatment Plants	≡ Traffic Engineering
≡ Environmental Engineering	≡ Sanitary Sewer Systems	≡ Roads & Bridge Design
≡ Landscape Architecture	≡ Water Transmission & Treatment	≡ Easement/Right of Way Services
≡ Structural Engineering	≡ Asset Management	≡ Surveying
≡ Industrial Facilities Design	≡ CSO Retention & Treatment	≡ GIS
≡ Instrumentation & Control	≡ Wetlands/Watershed Management	≡ Electrical Engineering/Lighting

REPUTATION FOR PROFESSIONAL INTEGRITY AND COMPETENCE

Our philosophy is reinforced through our management group with our employees so that our clients and their respective projects benefit directly daily. These inherent values have served us well for over 100 years, and we believe they will continue to do so in our future. We consider our clients to be a part of our culture, and they appreciate our values and commitment.

In the over 100 years HRC has been in business and considering the tens of thousands of projects we have worked on, we are not aware of a single legal claim made against our ethics or integrity, nor has HRC ever experienced bad publicity for such behavior.

It is the mission of Hubbell, Roth & Clark, Inc. to consistently provide our clients with services that meet or exceed their expectations at a fee that is reasonable and competitive and that produces a profit sufficient to ensure the stability, development, and growth of our firm.



To accomplish our mission, every employee must continuously strive to uphold these values:

- ≡ To always deal honestly and fairly
- ≡ To consistently improve our methods, techniques, and knowledge in order to better serve our clients' needs
- ≡ To give our clients full value on every service provided
- ≡ To always handle our clients' requests promptly
- ≡ To accept our clients' complaints with patience, calmly and courteously, and make a full and satisfactory explanation, exercising tact at all times
- ≡ To take a personal interest and initiative in meeting our clients' needs within the realm of our professional activity
- ≡ To guard and protect confidential client information
- ≡ To be professional in thoughts, attitude, and action when discussing our competition – If it is not possible to say something good about the competition, say nothing at all

ACHIEVEMENTS

HRC is proud of its many engineering achievements and has received numerous awards from the American Council of Engineering Companies (ACEC), American Society of Civil Engineers (ASCE), American Public Works Association (APWA), and other professional organizations for innovative and cost-effective projects. A notable example is the selection by ASCE/Michigan of the HRC designed **1967–1985 upgrade of the Detroit Wastewater Treatment Plant** as one of Michigan’s Top Ten Civil Engineering Projects of the 20th Century.

Award-Winning Geddes Avenue and Sanitary Improvement Project



Delhi Charter Township’s Realize Cedar received the 2018 Transportation Achievement Award from ITE (Institute of Transportation Engineers).

Award-Winning City of Marysville Water Treatment Plant Upgrade and Improvements, and Wastewater Treatment Plant Improvements



HRC has been recognized as a **Top Work Place** by the Detroit Free Press. We are also a **Top 50 Trenchless Technology Design Firm**, and an ENR **Top 500 Design Firm**. Recently, HRC received the honor of being named one of the **Cool Places to Work in Michigan** by Crain’s Detroit Business magazine.

The Detroit Wastewater Treatment Plant 1967–1985 Upgrade



Other recent awards include the **City of Ann Arbor’s Geddes Avenue and Sanitary Improvement Project**, which received the ACEC/Michigan Chapter 2019 Engineering & Surveying Excellence Award of Merit.

Award-Winning Realize Cedar



The **City of Marysville Water Treatment Plant Upgrade and Improvements and Wastewater Treatment Plant Improvements** earned the ASCE Michigan Section Southeastern Branch 2015 Outstanding Civil Engineering Project of the Year award; the ASCE Michigan section 2015 Outstanding Civil Engineering Certificate of Merit award; and the ACEC/Michigan 2016 Merit award.



SUBCONSULTANT

We will utilize Power Plus Engineering Inc. (Power Plus), as a subcontractor where needed, for electrical testing. HRC has extensive project experience working alongside Power Plus on similar projects. We are pleased to bring the strength of this team to the HCMA.

POWER PLUS ENGINEERING, INC.

Power Plus, located in Wixom, Michigan, will be a subcontractor to HRC under this project and will provide special services, where necessary. Their AC Systems Group specializes in the testing and maintenance of circuit breakers, transformers, switchgear, protective relays, meters and all other components of electrical distribution systems up to 345,000 volts. They provide also Infrared Thermography Inspections, Ground Mat Testing, Ground Fault Calibration, Circuit Breaker Retrofit and Rebuilding, and Utility Line Monitoring.

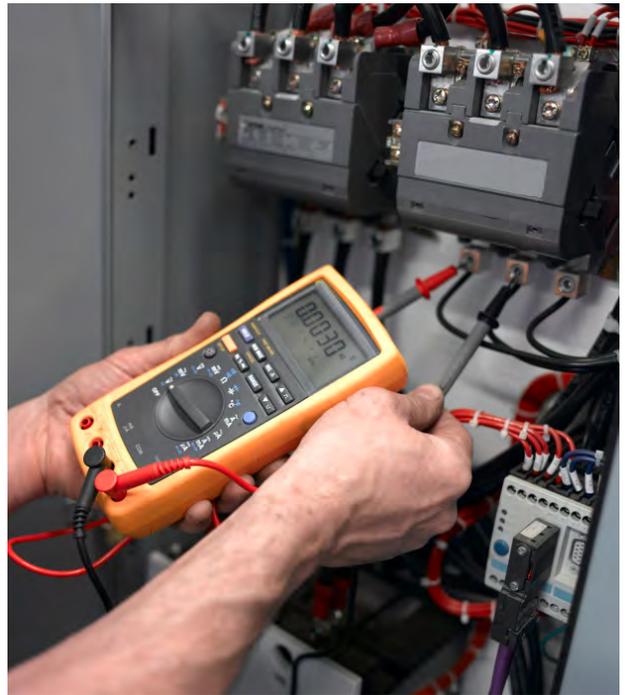
Power Plus was founded in 1986 and is a full-service testing and maintenance firm that specializes in AC and DC electrical equipment and systems. Power Plus is a "Full Member in Good Standing" of the International Electrical Testing Association (NETA). Power Plus is signatory to IBEW Local 58 and long-time member of the Construction Association of Michigan (CAM).

Power Plus combines engineering experience, industry application knowledge and NETA compliant services to be a full-service critical power solutions company. They are the leading provider of electrical and UPS systems testing, calibration, maintenance, and repair services of medium and high voltage electrical systems for industrial and commercial facilities.

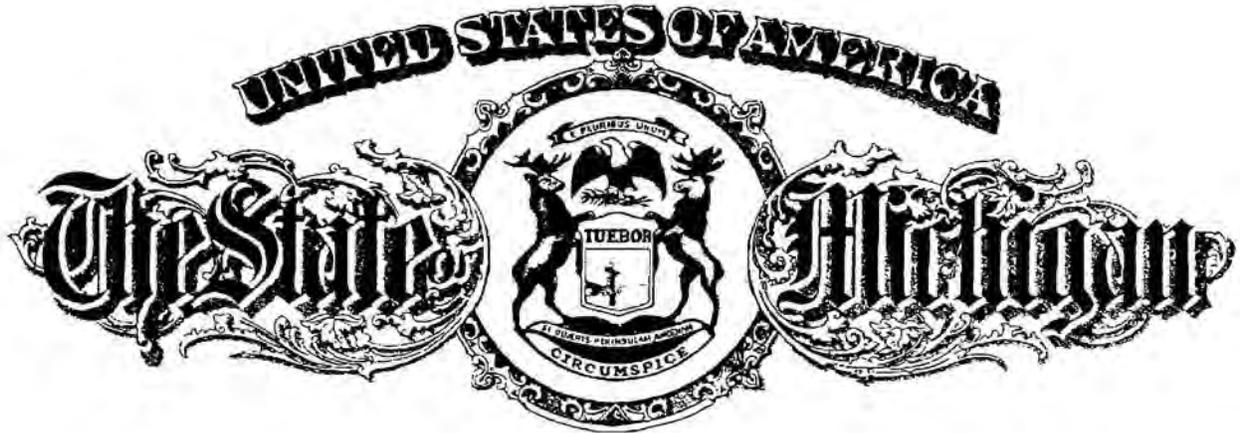
Each of their electrical technicians are NETA certified ensuring the safety and compliance of every system they work on.

Some of our critical power solutions include:

- Power quality testing
- AC power testing
- DC power testing
- Infrared Thermography
- Underground utility testing
- NFPA 70E Training



CERTIFICATE OF LICENSE TO OPERATE



Department of Licensing and Regulatory Affairs Lansing, Michigan

This is to Certify That

HUBBELL, ROTH & CLARK, INC.

was validly incorporated on January 30, 1932, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States



Sent by Facsimile Transmission
1078232

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 8th day of June, 2012.

 Director

Bureau of Commercial Services

B – UNDERSTANDING THE PROJECT AND TASKS

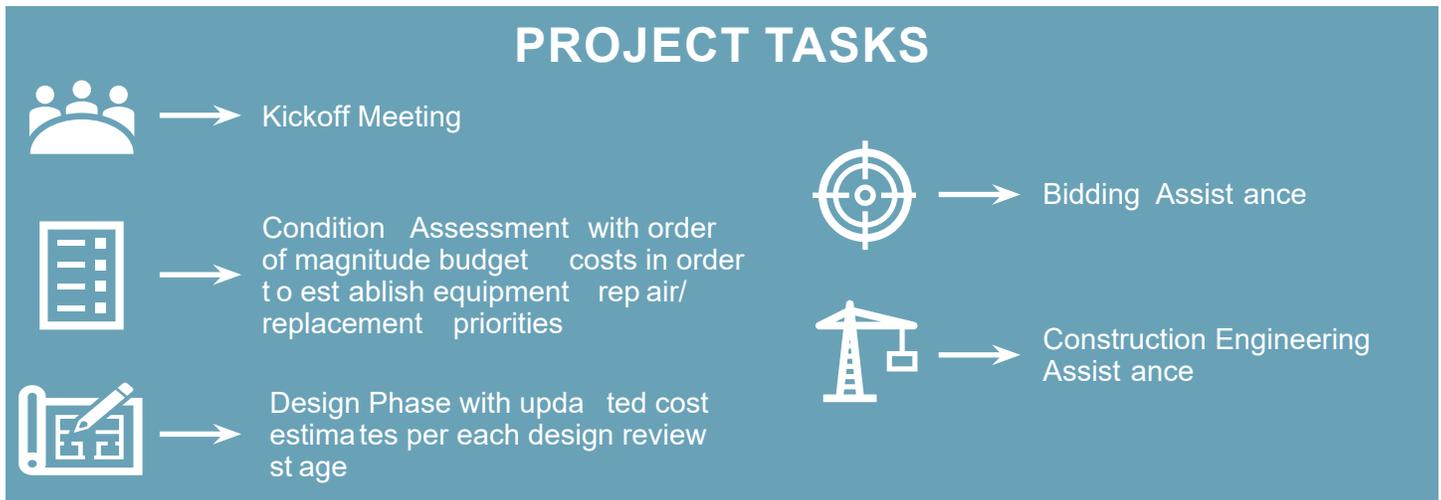
As outlined in the RFP, HRC understands the following to be a general narrative of the overall project:

The Metroparks is the Owner and operator of the electrical supply components within the Lake St. Clair Metropark. The overall objective of this project is to assess the existing condition of the power supply components and provide HCMA with repair/replacement options and probable cost estimates for implementation of the options. Based upon Owner review and budget constraints. HRC will develop construction specifications and drawings for implementation of the selected option(s). HRC will coordinate with local utilities and agencies/authorities having jurisdiction (AHJ) as needed for permitting and approvals. HRC will provide bidding assistance to HCMA and provide construction observation. Upon completion of the construction work, HRC will provide Record Drawings for the work, based upon As-Builts provided by the Contractor and site verification of built elements as provided by the HRC construction field observer.

Background – DTE Energy overhead conductors supply power to the park through a single point of connection at the Power House by the Nature Center. All components beyond this point are the responsibility of the Metroparks. The underground conductors from the Power House then service 8 Public Buildings, 13 Service Buildings, and 6 Restroom Facilities. The park was developed in the 1950's and some repairs have been completed on an as-needed basis. However, there have been issues over the years with some of the underground conductors and components. The existing underground conductors are medium voltage and some of the transformers reside within buildings. Additionally, some of the wiring and terminations are exposed and only protected by fending, a safety concern to HCMA personnel.

Project Goal – The completion of the project will update electrical components, improve operational safety, and increase the reliability of the electrical supply system for the Metropark.

Summary for Accomplishing the Project Goal – the following project tasks are required for completing the project, please see Section C of this proposal for a detailed description of these efforts:



PROJECT EXPERIENCE

As a company, HRC is a leader in the development of municipal asset management programs that integrate many infrastructure types (roads, drinking water, wastewater, stormwater, etc.) The electrical components associated with these systems also require assessment as they are critical to the continued operation of these systems. HRC has assessed utility infrastructure and prepared more than 60 Stormwater, Asset Management and Wastewater (SAW) grants since 2013. While this HCMA project is not SAW related, what it does have in common with such projects is that it is a large network of sitewide electrical infrastructure that requires inventory, condition assessment, risk and criticality analysis and capital improvement planning.

The HRC team members selected for this project are uniquely qualified to perform this work. Mr. Roskelley, Mr. Olane and Mr. Waters not only have actively participated in the SAW Assessment Programs, they have worked on numerous electrical projects dealing with the planning and replacement of critical operational equipment, as outlined on the following pages.

CITY OF HOWELL MAIN SWITCHGEAR AND GENERATOR REPLACEMENT AT WWTP



Client

City of Howell

Mr. Mike Spittler,
WWTP Superintendent
(517) 546-6230

Completion Date

2017

HRC was retained by the City of Howell to provide professional design and construction engineering services for the replacement of a 600kW diesel generator and replacement of existing main switchgear. HRC provided the Master Plan and SRF Project Plan development for replacement/upgrade of existing processes to more energy-efficient technologies. The standby generator and switchgear work were one of the first projects completed from the SRF Project Plan.

GREAT LAKES WATER AUTHORITY GLWA EB13 SUBSTATION REPLACEMENT



Client

Great Lakes Water Authority (GLWA)

Mr. Raymond Zdonkiewicz, PE,
Team Leader
(313)-297-6472

Completion Date

2018

HRC was retained by GLWA to provide design modifications to the Outdoor and Indoor EB-13A Substation at their Water Resource Recovery Facility as follows: Demolished existing outdoor primary and secondary protective devices; demolished existing indoor EB-13A main switches. Provided new junction boxes, including surge arrestors, for connection of cables to primary and secondary sides of transformers T-11 and T-14. Provided new 4160V power circuit breakers for EB-13A (two 4160V breakers); recommendation for reuse/replacement of 13.8kV feeder cables. Provided requirements for maintenance testing and inspection of the neutral resistors per NETA maintenance testing requirements; developed detailed wiring diagrams for new breakers.

CITY OF PETOSKEY PETOSKEY WWTP IMPROVEMENTS



Client

City of Petoskey

Ms. Sherrie Elliot,
Water & Wastewater Supervisor
(231)-347-2500

Completion Date

2018

HRC was retained by the City of Petoskey to provide professional design and construction engineering services for improvements and upgrades to the existing wastewater treatment plant (WWTP) campus. The work included the rebuild of the main switchgear and replacement of MCC-A.

CITY OF WARREN WARREN WWTP SWITCHGEAR REPLACEMENT



Client

City of Warren

Mr. Bryan Clor,
Wastewater Treatment Division Head
(586) 264-2530 ext. 8103

Completion Date

2014

HRC was retained by the City of Warren to provide design and construction engineering services for the replacement of a 480V unit substation at the Warren Wastewater Treatment Plant. The work included communication with City of Warren staff to understand their needs, discussion with switchgear vendors to design and specify the replacement switchgear, and construction administration, including shop drawing review, site visits, punch-listing, and Record Drawings services.

OAKLAND COUNTY WRC EIGHT MILE ROAD PUMPING STATION ATS IMPROVEMENTS



Client

Oakland County Water Resources
Commissioner (WRC)

Mr. Mike Walsh
Civil Engineer III
(248) 452-2026

Completion Date

2019

HRC was retained by the Oakland County Water Resources Commissioner (WRC) to provide professional design and construction engineering services to upgrade the switchgear at the Eight Mile Pump Station to improve the transfer switch and standby generator operation and provide additional redundancy. The switchgear main and generator circuit breakers were replaced, and automatic power transfer operations were revised by modifying the indoor switchgear control system. New manual transfer switches were also added to improve redundancy. Additionally, HRC performed an Arc Flash Hazard Study Assessment of the revised switchgear and had arc flash labels applied per OSHA requirements. Construction Engineering included shop drawing review, response to Contractor Requests for Information, periodic site inspections, and producing record drawings.

Additional facility type assessments and similar large scale site related electrical and power projects include the following:

CITY OF PONTIAC BUILDING ASSESSMENTS



This work included a set of building assessments for the City of Pontiac's 50th District Court building, the City Hall building, and the Youth Center building. HRC provided a comprehensive analysis of all existing components at each building. An assessment report was provided to the client for each building, which included reviews of all building systems including architectural, accessibility, life-safety, electrical and mechanical systems. The final reports also included recommendations for repairs and improvements, as well as cost estimates for the recommended fixes. Following the assessment phase, HRC designed improvements to the 50th District Court, which included the renovation of the main public restrooms, the addition of some much-needed client-attorney meeting rooms, and extensive upgrades and augmentations to the buildings' antiquated HVAC system and supporting electrical services.



OAKLAND COUNTY PARKS GROVELAND OAKS COUNTY PARK CAMPGROUND UTILITY UPGRADE



HRC designed campground utility upgrades to Area C of Groveland Oaks County Park based upon HRC's previous study. Sixty campsites were renovated to increase the electrical service to provide 50-amp, 120/240-volt connections at each site, sized appropriately to prevent nuisance tripping. HRC worked with an RV and marina pedestal manufacturer to design a new service pedestal for the campsites, including water hookups and 50-amp electrical service. Two DTE transformers were replaced and upsized to handle the larger load. A generator was sized and installed to provide backup power to the bathhouse and pump station. A Wi-Fi network was designed and installed to provide wireless Internet support to those in the Area C campsites. Additionally, the sites were prepped to support winter camping if the park decided to operate year round.



Additional upgrades included designing a sanitary sewer collection system to provide connections at each campsite, upgrades to the existing septic system, and design of a duplex pump lift station.

HRC also provided bid package services and construction services, including reviewing shop drawings and attending on-site construction meetings.

WYANDOTTE WWTP DOWNRIVER WWTP



HRC was retained by the Client to provide professional design and construction engineering services for the replacement of 13.2kV switchgear, 13.2kV to 480V double-ended substations, motor control centers, distribution, and lighting panels and associated wiring.



DETROIT INTERNATIONAL BRIDGE COMPANY PROJECT



HRC was retained by the Client to provide, as part of a larger project, professional design and construction engineering services for new 24kV switchgear with 24-13.2kV transformer and automatic voltage regulation, two 2MW 13.2kV generators with provisions for two future generators and auto throw-over capability. HRC also provided the design for the site distribution of all electrical utilities to the new buildings and within the buildings



C – MANAGEMENT SUMMARY, WORK PLAN & SCHEDULE

HRC's leadership team has a well-defined process to control our quality, scope, schedule, and total project costs they manage. This process, includes fully understanding the goals of the project, always being aware of the items that could affect these goals, fully understanding the client's "must-haves," and as importantly, the client's "must NOT haves." The foundation of this process is identifying and closely following key issues that affect the project's scope, schedule, and budget.

We developed procedures that ensure projects are at the highest level of competency while meeting the financial, scheduling, and technical goals of the client. These include:

- ≡ **Robust Project Management Initiative**, which ensures the client's expectations are met while being able to maintain a business model that retains and rewards the employees of HRC. This process includes:
 - Developing a work plan that clearly defines for HRC's staff all aspects of the project, including non-technical items.
 - Requiring communication with the client and the project team that is timely and efficient.
 - Project reporting status.
 - Communicating risks to the client.
 - Recognizing that while there is typically more than one way to solve a problem, one solution often stands out when measured against the goals of the project.
 - Utilizing the vast expertise and experience of HRC personnel to assist and brainstorm on tasks that may require a more in-depth review of an issue.
 - Assigning team members that are best suited for the project. This initiative includes an analysis of disciplines required for the project, current obligations, and evaluating which staff has the tools that best fit the client's technical, financial, and scheduling goals.
- ≡ **Project Cost Controls**, which immediately provide information for our client so they may make informed decisions going forward based on the available budget.
- ≡ **Detailed Project Schedules**, which include deliverable dates for reviews by our clients, agencies, and other stakeholders.
- ≡ **Quality Assurance/Quality Control (QA/QC)** process that includes reviews by highly experienced staff members who have not worked on the project so that an independent set of eyes reviews the work.
- ≡ **Single Point of Contact** — process that includes reviews by experienced staff members who have not worked on the project so that an independent set of eyes reviews the work.
- ≡ **Principal Involvement** — As also noted under our Key Personnel section, HRC's policy is to assign a principal of the firm to every client. This detail guarantees our clients have an individual with an interest in the firm who is accountable for their needs. Mr. Roland Alix, PE, will be the principal in charge of all projects. His role will not duplicate the project manager's duties but provide assistance and direct access to the management of the firm.

WORK PLAN

CONDITION ASSESSMENT REPORT PHASE

HRC will begin the project by holding a Kickoff Meeting on-site and perform a general site tour ("drive around") with HCMA staff of the Power House and 27 buildings. At this Meeting, we will discuss with Metropark staff current concerns and limitations of the existing site power distribution system and components, from the Detroit Edison service point up to the connection into each building. Where there are transformers (at that point and inside a building), the transformer(s) will also be included in the discussion.

We will also discuss potential cables/conductor issues that the site has experienced and components that might require specialized testing based on past operational history, and age.

Construction timing and availability of the site for construction activities also needs to be discussed so that we can take these factors into consideration in the Condition Assessment options and recommendations.

Following the Kickoff Meeting, HRC staff will review the Record Drawing information provided by HCMA and schedule the start of the Condition Assessment field work. HRC electrical staff will visit the site and photo document existing visual conditions for electrical equipment and components within the work areas. We will visit the Power House, the 8 public buildings, 13 service buildings and the 6 restroom facilities. It would be helpful to have park maintenance staff at each location to talk about specific issues they might have, pertinent to this project. We will also discuss reliability of the power, the maintenance they currently perform on any of the power distribution equipment and discuss any power quality cable/conductor problems they are aware of.

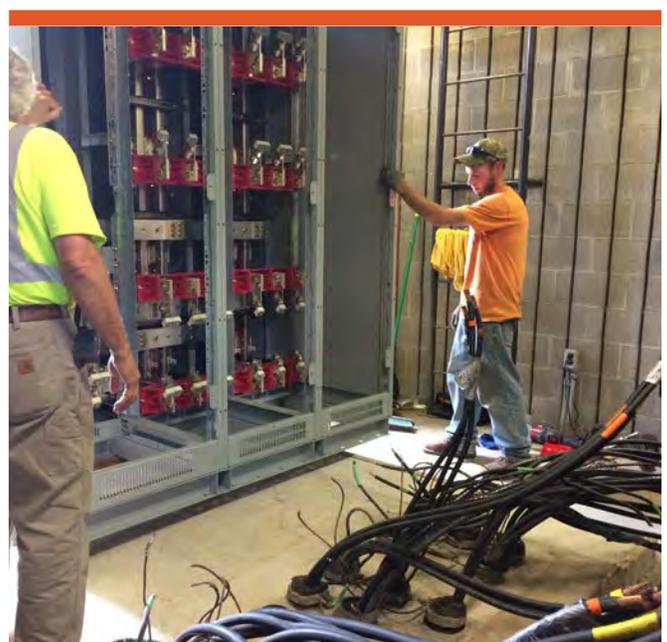
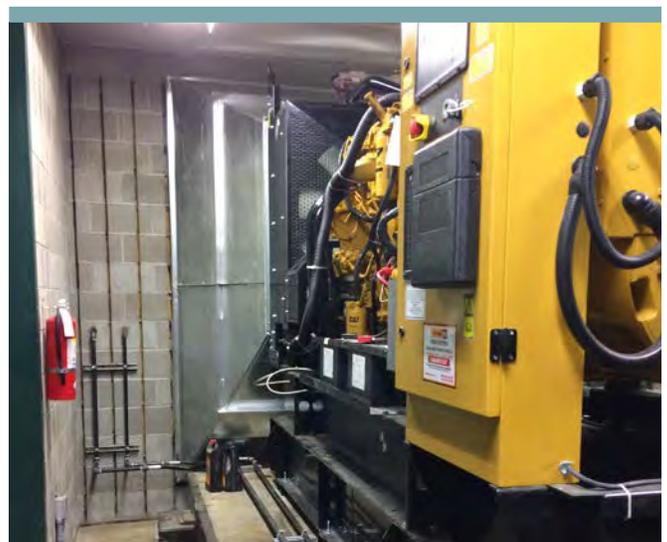
We will assess the equipment, focusing on age, condition, function and appearance of the equipment. We will also look at the overall power system configuration to determine where it needs improvements. From this, we will also decide and recommend, if needed, that Power Plus perform power monitoring, ground system testing, or other testing measures deemed applicable, based on the existing conditions.

Our field data will be entered into an Excel file so we can produce our report. The data will be sortable so that equipment condition assessment priorities can be viewed. (We've used this same format on prior assessments to document thousands of pieces of electrical equipment under the SAW Grant programs, as highlighted in our project experience section of this proposal.)

HRC will assemble a Draft Condition Assessment Report for each piece of equipment. The following data will be included:

- ≡ Location (and sub-location as applicable)
- ≡ Device Type
- ≡ Device Name
- ≡ Device Description
- ≡ Voltage
- ≡ Status (in service or not in service)
- ≡ Asset Condition (Rated 1 through 5)
- ≡ Asset Criticality (Rated 1 through 5)
- ≡ Asset Year
- ≡ Manufacturer
- ≡ Model Number
- ≡ Photo of the device

Our assessment will include recommendations for how best to replace, repair, or upgrade the equipment, with a solution focused on reliability and maintaining power to critical equipment. For each recommendation, we will provide options (as applicable) and an order of magnitude budget for the work. Where options exist for work items, HRC will present the pros and cons for the various alternatives.



This draft stage of the Condition Assessment Report is critical to the project because it is the first step in defining probable project construction costs and comparing them to the available funds. As noted under the Budget Review commentary, HRC does not believe that the existing budget is adequate for the work described in the RFP. As such, the overall condition assessment will need to quantify and prioritize the intended work, so that critical items are addressed sooner and less urgent items are budgeted for future years.

HRC will forward the Draft Condition Assessment Report to HCMA for review, then schedule a meeting to discuss the information. Construction timing, potential long lead equipment items, temporary power measures and availability of the site for construction activities will also be discussed because these elements may impact the selection of certain work options.



Based on HCMA comments and further field data gathering as/if needed, HRC will complete the Condition Assessment Report, update the cost estimates, and issue the Final Report.

HRC and HCMA will meet to review the Final Report and discuss the preferred design approach and direction based upon available budget and solutions meeting HCMA's needs. The outcome of the Final Report meeting becomes the basis of design for the project.

DESIGN, BIDDING AND CONSTRUCTION PHASES

Following the Condition Assessment Report Phase, HRC will start the Design Phase and prepare Drawings and Specifications for the work. We will meet with HCMA at regular intervals for review, as outlined below under Responsibilities of the Project Team. Component selections will be recommended during design with consideration for longevity, durability, and ease of replacement if/when needed. We will confer with DTE Energy if needed for the project, and consult with the local municipality as related to developing permit level documents for the Contractor to submit and apply for Electrical Permits under the Michigan Building Code Requirements. The design scope will be adjusted as we proceed through the Design Phase to keep the project aligned with the budget. To the extent that the budget allows, the replacement and upgrade of components to be included in the design may include, but is not limited to, conductors, raceways, switchgear, disconnects, fuse protection, transformers, and related ancillary components. (As part of this work though, due to the budget limitations, we have included only limited structural services as they may pertain to switchgear pad or transformer pad design in this project. Please refer to our Cost Proposal section for additional information.)

HRC requests that HCMA provide site plans, as available for the park and CAD files, if available. We do not intend to collect site topographical data during design. Should the need to replace long runs of underground conductors become necessary, we will show these elements on aerial imagery or overlaid on HCMA provided background files.

Upon completion of the Design Phase, HRC will assist HCMA with Bidding of the project, bid review and recommendation for award.

After the Bid Award, HRC will assist HCMA with Construction Administration for the work. Many of our example representative projects include construction engineering services such as shop drawing review, construction management, response to Contractor RFIs, assisting with project payments, site inspections, site punch listing, and creating Record Drawings.

HRC will provide part-time site observation services for this phase of the work. Please refer to the Construction Phase outline for a description of HRC's role.

RESPONSIBILITIES OF THE PROJECT TEAM

Condition Assessment and Design Phase – HRC will:

- ≡ Conduct Progress Meetings by meeting with HCMA every other week, unless more frequent meetings are mutually agreed upon. Meetings may be remote. (For the purpose of this Proposal, HRC has based our fees on bi-weekly meetings. More frequent communication will be provided as needed, via phone calls, emails, so issues and questions are addressed in a timely manner.)
- ≡ Provide agendas and meeting minutes for Progress Meetings and distribute to Project Team; provide a chart listing the design progress schedule, for the Progress Meetings.
- ≡ Communicate with HCMA as issues arise. This communication may be via phone, email or video conferencing so that matters are addressed quickly.
- ≡ Coordinate with our subconsultant, Power Plus as required, if testing services are deemed necessary.
- ≡ Provide a Design Schedule with Key Milestones, once the basis of design is defined.
- ≡ Review Designs with the Owner. HRC will provide drawings and specifications in PDF format for review at the 50%, 90% and 100% completion levels.
- ≡ Provide cost estimates for the work at the 50% and 90% levels of design. If the design significantly changes between the 90% and 100% completion level, update the cost estimate for the project accordingly.
- ≡ Submit Deliverables. Drawings will in 24x36 inch sheet format (or as directed by HCMA), specifications (where not posted on the Drawings) in 8.5 x 11 inch book style format; HRC to provide printed hard copies in the number as needed by HCMA, as well as in PDF format. (Note that Drawings will be prepared using AutoCAD 2021 format.)



Bidding Assistance – HRC will:

- ≡ Provide Bidding Documents in PDF format for HCMA to post to MITN. (Contractors will be responsible for downloading and printing their own hard copies of the documents.)
- ≡ Attend one Pre-Bid Meeting at the site, provide Agenda and Meeting Minutes.
- ≡ Respond to Bidder inquiries (RFIs); provide Addenda as needed.
- ≡ Assist with Bid review and award recommendation.

Construction Phase – Construction Management and Oversight – HRC will:

- ≡ Attend one Pre-Construction Meeting, provide Agenda and Meeting Minutes.
- ≡ Attend monthly progress meetings at the site with Contractor and HCMA; provide Agenda and Meeting Minutes.
- ≡ Review Contractor monthly pay applications.
- ≡ Provide Shop Drawing reviews for project design elements.
- ≡ Respond to Contractor RFIs and generate RFQs for additional work/changes as needed; assist with review of Change Orders if they arise.
- ≡ Attend on-site meetings to resolve field issues.
- ≡ Provide part-time, periodic construction observation services. HRC's scope of services and fees are based upon two, partial day site visits per week, for a construction duration of six months. (To preserve HCMA's budget, we are not providing full-time, on-site observation personnel for this work. HRC does not feel that full-time oversight is necessary with the anticipated electrical scope of work to be performed.) A brief field report of observations will be prepared by the site observer for each day they are on-site.
- ≡ Contractor shall provide their own layout for site electrical underground utilities.
- ≡ Provide a preliminary and a final Punchlist for the work.
- ≡ Provide GPS mapping of As Built installations for underground electrical conduit and wire. HRC will send survey personnel to the site and coordinate this with the Contractor as underground work is installed.
- ≡ Provide Record Drawings based upon Contractor provided As Built information and HRC field data.
- ≡ Record Drawings Deliverables will be in PDF format and CAD data will be in AutoCAD 2021.

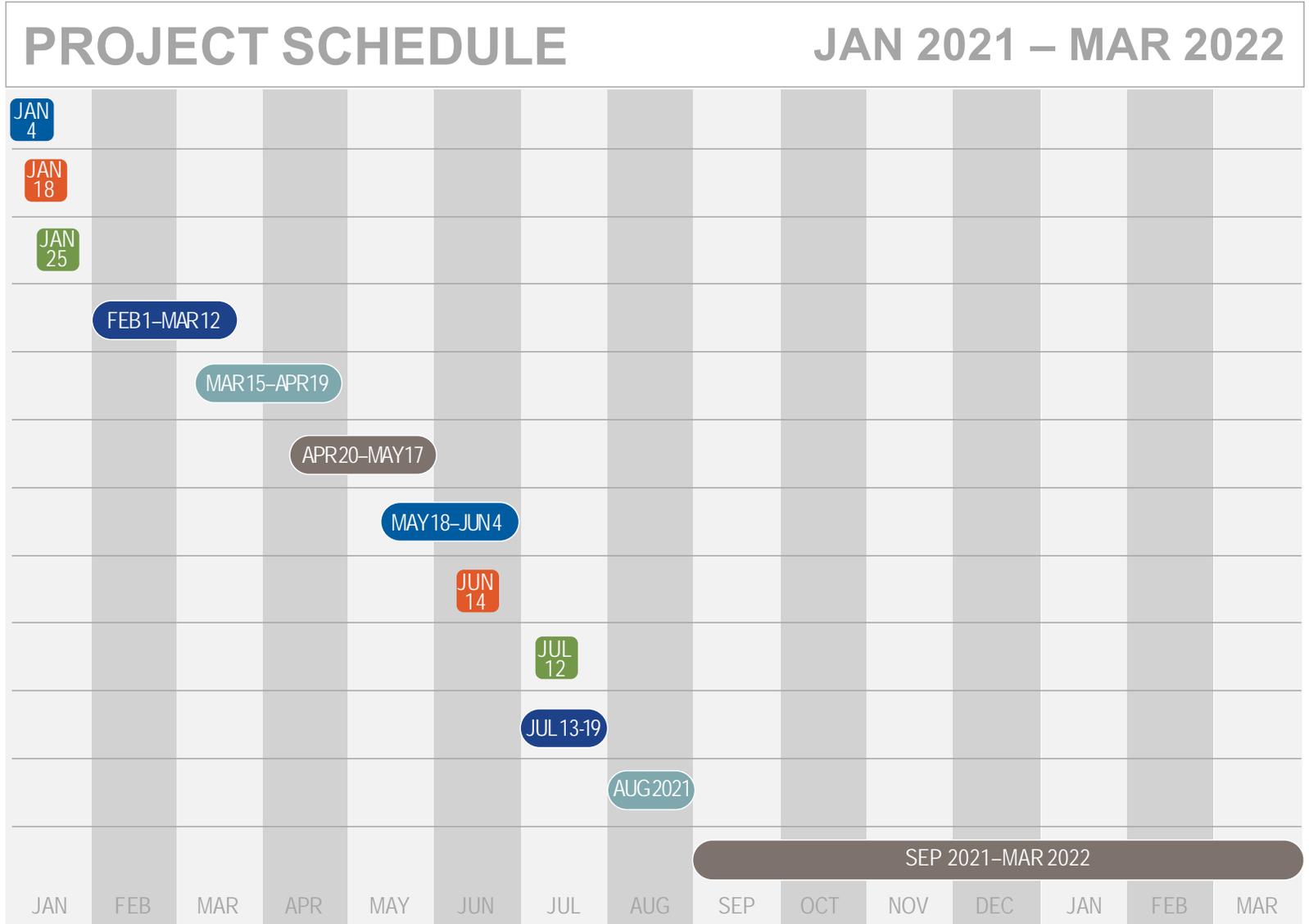


RESPONSIBILITIES OF HCMA

- ▮ Provide Bidding Document Template.
- ▮ Provide construction project number.
- ▮ Provide Record Drawings, as available, for reference at the start of the project. It is understood that the Record Drawings are based on historical information and represent the best known information. Some elements may need to be field verified by HRC.
- ▮ Provide existing site plan(s) and CAD files for the park, if available.
- ▮ If HCMA maintains utility data in a GIS format, HRC to provide As Built survey data in AutoCAD 2021 and HCMA is responsible for input into their GIS system.

PROPOSED SCHEDULE

A proposed schedule for this project is provided below. The RFP indicates that HCMA desires to start construction in September, 2021 which we feel is reasonable. Some electrical equipment, switchgear for example, is typically a long lead item and could take 12 to 16+ weeks to arrive after the approval of shop drawings.



Construction Period**: This schedule may vary, depending on the scope of design. Six months used for the basis of this proposal.

D – PERSONNEL

To meet the needs of this project, HRC intends to assign the following personnel. We believe that the most effective way to complete the tasks that are required is to dedicate a small group of people to the assignment and who will work directly with the HCMA. HRC is unique in that the personnel assigned to a project during design are the same staff members that see the work through to construction and project closeout. This assures our clients that their dedicated project team is familiar with the project and the client's specific needs. Please refer to personnel resumes for additional information on these Key Personnel.

HRC'
are personally invested in the
positive outcome of our projects.
This culture enables HRC to respond
to most requests expeditiously.



ROLAND ALIX, PE
Principal

It is HRC's standard practice to assign a principal of the firm to each project. The **Principal in Charge** of this work is Mr. Alix. He currently leads HRC's facility design staff, including architectural, industrial facility design, and electrical services. He also oversees many of HRC's municipal clientele projects. He sets the firm's direction for the successful execution of projects, whether small assignments or large multi-disciplined projects while providing his clients with functionally detailed design solutions for immediate concerns and anticipated future needs.



JANE GRAHAM, RA
Senior Associate

Ms. Graham manages the Electrical Department. Ms. Graham has an extensive background in design, project, and facility management, with experience in industrial and commercial tenant fit-up, and recreational/park facility work. She will be the **Project Client Contact**, provide **HCMA Contract Management** for the work and **internal management** of the Electrical Department staff members assigned to this project.



MICHAEL ROSKELLEY, PE
Project Manager

Michael Roskelley, PE will be the **Project Manager** for work. Mr. Roskelley will perform fieldwork, attend meetings, prepare drawings, and manage construction engineering efforts. He will coordinate efforts with Power Plus as required per the project needs. He will also delegate and assign work to other staff members as needed, to fulfill our scope of services. Mr. Roskelley will be assisted in his efforts by Mr. Ray Waters, PE and Mr. Evan Manser, electrical CAD Technician, to complete work.



RAYMOND WATERS, PE
Staff Engineer

Mr. Waters is responsible for design, and specification, with a focus on power distribution systems, instrumentation and communication systems, shop drawing review, and oversight of project start-up. He will assist Mr. Roskelley in the design and construction engineering efforts of this project. Mr. Waters has extensive experience in the layout and sizing of large site development electrical services and systems, primary and secondary power design and assessment of existing power elements and equipment.



MARVIN OLANE, PE
Senior Project Engineer

Marvin Olane, PE, Senior Project Engineer, will provide QA/QC by providing project input based on his significant years of experience. He will also oversee Electrical efforts in the preparation of deliverables and analysis of electrical data, as needed. Mr. Olane has nearly 50 years of professional experience and has provided planning, design, and construction engineering services for instrumentation and controls, communications systems, primary and secondary power systems, building lighting, roadway, and parking lot lighting projects.



BOB DEFRAIN, PE
Senior Associate

Mr. DeFrain has over 30 years of experience and is head of HRC’s Construction Observation services. Mr. DeFrain manages a staff of over 40 personnel that provide onsite inspection and construction administration duties for communities and agencies throughout the southeast Michigan area. He will assign field staff to provide construction observation for the project, on an as needed basis. These services will supplement onsite visits by our Electrical Engineering Department staff to review Contractor installations during construction.



SCOTT ROTH, PS
SURVEY MANAGER

Mr. Roth manages survey personnel and oversees site survey control networks, boundary surveys, 3D laser scanning, GIS data collection and geodatabase development, route, and construction layout, As-Built locating, radial topographic mapping, horizontal and vertical control surveys, State Plane coordinate use, and work with various datum and computations. He will assign survey personnel to the project and monitor/process data collection for utility locations.

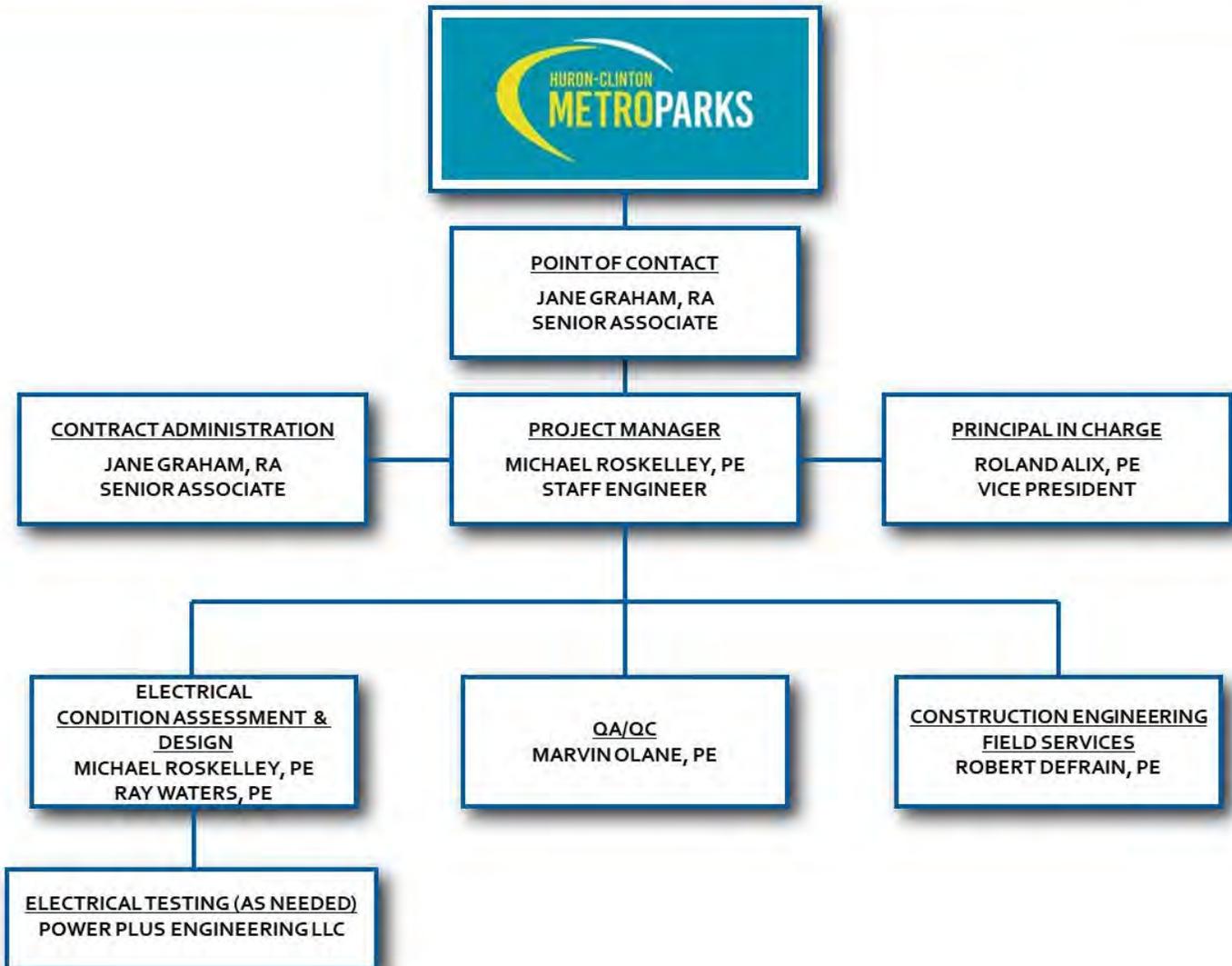
COMMUNICATION

As noted herein, HRC will assign a single point of contact for the project and that person will be **Jane Graham**.

Communication is the foundation of a successful project. Throughout the project, HRC will stay in contact with the HCMA project manager and other impacted stakeholders. This communication will include updates on studies, design, and construction plans, providing input early so as not to delay the project or impact costs, providing options for design, or to get preliminary approval for design. HRC will communicate directly with our subconsultant if their services are required. All aspects of the work, including changes HCMA may request, will not proceed until authorized in writing by the HCMA project manager.

ORGANIZATIONAL CHART

ELECTRICAL SUPPLY UPGRADES AND REPLACEMENTS FOR HURON-CLINTON METROPOLITAN AUTHORITY (HCMA)





Roland Alix directs and is an integral participant on projects for many of the firm’s public and private clients inclusive of industrial and manufacturing. He has extensive experience administering the design and construction of various project types including road and bridge rehabilitations, municipal utility relocation, site development, manufacturing building modifications, shipping/distribution facilities, spill containment, and aboveground and underground storage tanks.

Mr. Alix has participated on and managed a wide array of new facility and renovation projects involving vehicle traffic and flow studies, parking lots, storm, sanitary and process sewer projects, pump stations, waste treatment plants, roof assessments, site security lighting, generators and HVAC building improvements.

Mr. Alix’s professional expertise includes a vast number of past and current general engineering and infrastructure improvement projects for many local municipalities, as well as Oakland County Parks & Recreation, Michigan Department of Technology, Management and Budget (DTMB) and private manufacturing and waste-handling clients.

<p>EDUCATION BS, Civil Engineering Michigan State University 2003</p> <p>EXPERIENCE With HRC since 2005 15 Years of Experience</p>	<p>PROFESSIONAL REGISTRATION/ CERTIFICATION Professional Engineer Michigan No. 57100</p>	<p>AFFILIATIONS American Society of Civil Engineers American Public Works Association Member American Council of Engineering Companies — Scholarship Committee</p>
--	--	--

Professional Experience

MUNICIPAL CONSULTING

- ≡ Road, Water and Sewer Improvement Projects, Traffic Impact Studies, CDBG Sidewalk Improvements, Preventative Pavement Maintenance Programs, SAW Asset Management, GIS Analysis, Combined Sewer Capacity Studies, Parks and Recreation Upgrades, Water Reliability Studies – [City of Berkley](#)
- ≡ MS4 Permitting, Municipal Building Assessments and Improvements, Bridge Inspections, SAW Asset Management, MDNR Grant Applications – [City of Linden](#)
- ≡ Residential SAD roadway improvements, Water Treatment Plant & Distribution Improvements, Parks and Recreation Upgrades, Water Reliability Studies, Site Plan Reviews – [Hartland Township](#)
- ≡ Public Utility Improvements, Sidewalk Extension Projects, Water Reliability Studies – [Highland Township](#)
- ≡ Site Plan Reviews, Municipal Building Roof Assessments, Industrial SAD Sanitary Sewer Connections, Pedestrian Facilities, Municipal Parking Lot Improvements, MS4 Permitting – [Milford Township](#)
- ≡ Residential SAD roadway improvements, easement/right of way acquisitions, Residential SAD storm water improvements – [West Bloomfield Township](#)
- ≡ ADA Accessibility Survey and Design Renovations – [Canton Township](#)

MUNICIPAL FACILITIES

- ≡ New Police Headquarters Building – [Battle Creek Police Department](#)
- ≡ Firing Range Addition – [Novi Police Department](#)

PARKS AND RECREATION

- ≡ Innovation Hills – [City of Rochester Hills](#)
- ≡ Utility Improvements for Groveland Oaks County Campground – [Oakland County Parks & Recreation](#)

INDUSTRIAL FACILITY ENGINEERING

- ≡ Containment Studies & Improvements
- ≡ Facility & Utility Improvements
- ≡ Rail Transfer Facility Studies, Willow Run Yard
- ≡ Industrial Waste Water Treatment Plant Improvements

ROADS/BRIDGES

- ≡ Harvard Road Reconstruction – [City of Berkley](#)
- ≡ Main Street Rehabilitation – [Village of Armada](#)
- ≡ Coolidge Highway Rehabilitation, 11 Mile Road to 12 Mile Road – [City of Berkley](#)
- ≡ Orion Road Bridge Replacement over Paint Creek – [Road Commission for Oakland County](#)
- ≡ Ambassador Bridge Gateway Project – [Detroit International Bridge Company](#)
- ≡ 10 Mile Road Rehabilitation, Telegraph Road to Evergreen Road – [City of Southfield](#)
- ≡ Williams Lake Road Widening – [Road Commission for Oakland County](#)
- ≡ Nine Mile Road Widening – [Road Commission for Oakland County](#)

WASTEWATER COLLECTION/TREATMENT

- ≡ Secondary Effluent Pump Replacement – [City of Ann Arbor Wastewater Treatment Plant](#)
- ≡ Headworks Improvements – [Cleveland, Ohio Wastewater Treatment Plant](#)

WATER TREATMENT/DISTRIBUTION

- ≡ Ambassador Bridge Gateway Project, Stormwater Pump Station – [Detroit International Bridge Company](#)

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

- ≡ Harvard Road Reconstruction – [City of Berkley](#)
- ≡ Design Build 9 Dynamic Message Signs, Fiber Optic Cable and Related Infrastructure – [J. Ranck Electric, Inc.](#)
- ≡ MDOT North and Superior Region Design Build, Installation of Environmental Sensor Stations and Dynamic Message Signs – [J. Ranck Electric, Inc.](#)



Hubbell, Roth & Clark's Senior Associate, Jane Graham, is an Industrial Facility Design architect and oversees HRC's Electrical Department. She is directly involved in all phases of professional client services including schematic design, preparation of construction documents, bidding, construction project management, construction observation, and project close-out.

Ms. Graham has an extensive background in design, project and facility management, with experience in industrial, commercial tenant fit-up, historical renovation and recreational park facility work. She also manages most of HRC's building mechanical (HVAC) engineering related projects.

<p>EDUCATION BS, Architecture University of Detroit, 1989</p> <p>EXPERIENCE With HRC since 1991 31 Years of Experience</p>	<p>PROFESSIONAL REGISTRATION/ CERTIFICATION Registered Architect Michigan No. 39345 Florida No. 95185</p> <p>National Council of Registration Boards (NCARB) Certified Construction Specification Institute (CSI) Construction Document Technology Certification (CDT)</p>	<p>AFFILIATIONS National Fire Protection Agency (NFPA)</p>
--	--	--

Professional Experience

MUNICIPAL FACILITIES

- ≡ Waterford PVR Electric Shop – [Road Commission for Oakland County](#)
- ≡ New HQ Office and Traffic Operations Center – [Road Commission for Oakland County](#)
- ≡ Davisburg Garage Reconstruction – [Road Commission for Oakland County](#)
- ≡ Office Building Roof Replacement and Structural Repairs – [Road Commission for Oakland County](#)
- ≡ Building Assessments – [Wayne County](#)
- ≡ 50th District Court Judicial District Facility Evaluation Study – [City of Pontiac](#)

PARKS AND RECREATION

- ≡ Amphitheater Band Shell – [City of Cedar Springs](#)
- ≡ Park Buildings for Delia Park, Nelson Park – [City of Sterling Heights](#)
- ≡ Grant Park Facilities – [City of Utica](#)

AIRPORTS AND TRANSPORTATION FACILITIES

- ≡ City of Monroe Transit Waiting Area - [Lake Erie Transit Authority](#)
- ≡ Central Campus Transit Center – [University of Michigan](#)
- ≡ Troy Multi Modal Transit Facility – [City of Troy](#)
- ≡ SMART HVAC Building/Terminal Assessments (Wayne, Oakland, Macomb Facilities) – [Suburban Mobility for Regional Transportation](#)
- ≡ SMART Macomb Terminal, East Wall Assessment – [Suburban Mobility for Regional Transportation](#)
- ≡ Forensic Design, Engineering and Related Services for the Repairs and Maintenance of Existing Facilities, Detroit Metropolitan and Willow Run Airports – [Wayne County Airport Authority](#)

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

- ≡ City of Grand Rapids Traffic Management Center (TMC) – [Iteris](#)
- ≡ “FAST-TRAC” Traffic Operations Center Project – [Road Commission for Oakland County](#)
- ≡ Design/Build Traffic Operations Center – [Road Commission of Macomb County](#)

INDUSTRIAL FACILITIES

- ≡ Milford Proving Ground, B40 Interior Office Build-Out – General Motors LLC
- ≡ Milford Proving Ground, B23 Vestibule Addition/Live Wall Design – General Motors LLC
- ≡ Milford Proving Ground, B104 Vestibule Addition – General Motors LLC
- ≡ Customer Care and Aftersales (CCA) Michigan Roof Condition Assessments – General Motors LLC
- ≡ Detroit-Hamtramck Plant Infrared Roof Scan Survey – General Motors LLC
- ≡ Building 73 Air Flow Imbalance Investigation and H&V Replacement – General Motors LLC
- ≡ Building 42 Fuel Station Replacement – General Motors LLC
- ≡ Warren Technical Center, AEC Fuel Demolition & CNG Relocation – General Motors LLC
- ≡ Milford Proving Ground, Hydrogen Fueling Station – General Motors LLC
- ≡ Milford Proving Ground, Site Wide Crane and Hoist End Stop Assessment – General Motors LLC
- ≡ Milford Proving Ground, Maintenance Access Platform Safety Improvements – General Motors LLC
- ≡ Warren Technical Center, Flood Study – General Motors LLC
- ≡ Building (Office/Lab) Modifications – MAHLE Industries North America
- ≡ Jefferson North Assembly Plant, Secondary Containment Upgrades – Fiat Chrysler Automobiles
- ≡ Milford Proving Ground, Building 70 UST Removal – General Motors LLC
- ≡ Warren Technical Center, VEC and Fuel Blend Building UST Removals – General Motors LLC
- ≡ State-Wide AST Survey and Upgrade Program – General Motors LLC
- ≡ Pontiac North Stormwater Detention and Treatment Facility – General Motors LLC
- ≡ GM Pontiac GPS Penthouse G Chiller Replacement – General Motors LLC

WATER TREATMENT/DISTRIBUTION

- ≡ East Lansing-Meridian Water Plant – Filter Addition – East Lansing – Meridian Water & Sewer Authority
- ≡ East Lansing-Meridian Water Plant – HVAC Improvements (Phase 1 through 3) – East Lansing – Meridian Water & Sewer Authority
- ≡ Allegan Water Treatment Plant – City of Allegan/Prein & Newhof



Michael Roskelley joined Hubbell, Roth & Clark, Inc. in 2014 and is a Staff Engineer. His responsibilities include project management, electrical system and component assessments; design, specification writing and cost estimating with a focus on power systems, instrumentation, shop drawing review and CAD design work. Mr. Roskelley has extensive experience in the design of secondary power systems and generators. He also has experience in lighting design and construction administration including power systems start-up. He also oversees staff electrical assignments and delegates CAD design tasks to team members.

<p>EDUCATION BS, Electrical Engineering, Electric Power Engineering Certificate Michigan Technological University, 2014</p> <p>EXPERIENCE With HRC since 2014 6 Years of Experience</p>	<p>PROFESSIONAL REGISTRATION/ CERTIFICATION Professional Engineer Michigan No. 67429</p>	<p>AFFILIATIONS Fundamentals of Engineering Exam, 2014</p>
---	---	--

Professional Experience

PARKS AND RECREATION

- ≡ Utility Improvements for Groveland Oaks County Park – [Oakland County](#)
- ≡ Eagles Wooden Park Improvements – [City of Linden](#)
- ≡ Hartland Parks Pavilions – [Township of Hartland](#)

WASTEWATER COLLECTION/TREATMENT

- ≡ Secondary System and Headworks System Renovations Project – [Downriver Wastewater Treatment Facility, Wayne County](#)
- ≡ Switchgear and Substation Upgrades – [Wacker Chemical Corporation, Adrian Plant](#)
- ≡ Southerly Preliminary Waste Treatment Facility Improvements – [Northeast Ohio Regional Sewer District](#)
- ≡ Oak Pointe Wastewater Treatment Plant Generator Switchover – [Genoa Township](#)
- ≡ Howell WWTP Switchgear and Generator Replacement – [City of Howell](#)
- ≡ Water Resource Recovery Facility Electrical Substation Replacement – [Great Lakes Water Authority](#)
- ≡ Water Resource Recovery Facility Electrical Investigation – [Great Lakes Water Authority](#)
- ≡ Warren WWTP Transformer Replacement – [City of Warren](#)

PARKING, PAVEMENT AND STREET LIGHTING

- ≡ Enterprise Holdings Parking Lot Lighting Design – [Wayne County Airport Authority](#)

WATER TREATMENT/DISTRIBUTION

- ≡ Pump Station 7 and 14 Generator Addition – [Genoa Charter Township](#)
- ≡ Petoskey Bear River East Lift Station Improvements – [City of Petoskey](#)
- ≡ Kingswood Pump Station – [Henry Ford Health System](#)
- ≡ Jackson WTP High Service Pumps – [City of Jackson](#)
- ≡ East Lansing Water Plant HVAC Improvements – [ELMWSA](#)
- ≡ Howell Dam Site Pump Station Improvements – [City of Howell](#)
- ≡ Woodingham Pump Station Replacement – [City of East Lansing](#)

AIRPORTS AND TRANSPORTATION FACILITIES

- ≡ McNamara Terminal Heating Investigation Services and Design Engineering – Wayne County Airport Authority
- ≡ Willow Run Fuel Farm Generator Addition – Wayne County Airport Authority
- ≡ DTW Airport LC Smith Demolition – Wayne County Airport Authority
- ≡ DTW Airport Pump Station Improvements – Wayne County Airport Authority

MUNICIPAL CONSULTING

- ≡ Wixom Infrastructure Analysis – City of Wixom
- ≡ Warren Wastewater Treatment Plant Asset Management Plan – City of Warren

INDUSTRIAL FACILITIES

- ≡ Linden Grist Mill Assessment – City of Linden
- ≡ Milford Proving Ground B104 Air Compressor System, Hot Water System – GM Global Facilities
- ≡ Milford Proving Ground Parking Lot Improvements – GM Global Facilities
- ≡ Milford Proving Ground Gate Operator – GM Global Facilities
- ≡ Milford Proving Ground B16 Dynamometer Replacement – GM Global Facilities
- ≡ Milford Proving Ground B70 HVAC Improvements – Ideal Contracting
- ≡ Milford Proving Ground B94 PRV – GM Global Facilities
- ≡ Warren Tech Center Underpass Pump Station – GM Global Facilities
- ≡ Warren Tech Center Oil Water Separator – GM Global Facilities
- ≡ GM Flint Assembly Storm Water Improvements – Barton Malow, Inc.

MUNICIPAL FACILITIES

- ≡ 50th District Court Evaluation – City of Pontiac
- ≡ Department of Public Services Generator Replacement – City of Birmingham
- ≡ City Hall Assessment – City of Pontiac
- ≡ 50th District Court HVAC Improvements – City of Pontiac



Mr. Waters has been with Hubbell, Roth & Clark for over 20 years and is a valuable asset to the team. Mr. Waters is responsible for design, and specification, with a focus on power distribution systems, instrumentation and communication systems, shop drawing review, and oversight of project start-up. Mr. Waters has experience in electrical design for wastewater and water treatment facilities, including pumping stations and water meter facilities. Mr. Waters also has experience in both interior and exterior lighting design.

EDUCATION

BS, Electrical Engineering
 Western Michigan University 2000

EXPERIENCE

With HRC since 2000
 20 Years of Experience

**PROFESSIONAL REGISTRATION/
 CERTIFICATION**

Professional Engineer, Michigan No. 54315

Professional Experience

AIRPORTS AND TRANSPORTATION FACILITIES

- ≡ Electrical Design Build for High Mast Lighting and 13.2 kV Electrical Service – [CSX Railroad Container Yard](#)
- ≡ Airport East Service Drive Reconstruction and Relocation of Airport West Service Drive & Runway 4R/22L Service Road – [Wayne County Airport Authority](#)
- ≡ Parking Lot for Building 607 and Approach to BBD – [Wayne County Airport Authority](#)
- ≡ Fuel Farm Duct Bank Package B – [Wayne County Airport Authority](#)

PARKING, PAVEMENT AND STREET LIGHTING

- ≡ M-24 Lighting and Fencing – [Village of Lake Orion](#)
- ≡ US-23 Business Route Streetscape Lighting – [City of Fenton](#)

COMMERCIAL DEVELOPMENT

- ≡ Lakeside Mall Entrance Drive Improvements – [City of Sterling Heights](#)

ROADS/BRIDGES

- ≡ Dodge Park Road – [City of Sterling Heights](#)
- ≡ Ambassador Bridge Gateway Project Power and Communication Distribution – [Detroit International Bridge Company](#)
- ≡ West Stadium Boulevard Reconstruction – [City of Ann Arbor](#)
- ≡ Evergreen Road Paving – [City of Southfield](#)
- ≡ Van Dyke Reconstruction – [City of Utica](#)

WASTEWATER COLLECTION/TREATMENT

- ≡ Solids Loading Station – [City of Flint](#)
- ≡ WWTP Grit Improvements – [City of Flint](#)
- ≡ Wyandotte Hospital Flood Protection Program – [City of Wyandotte](#)
- ≡ WWTP Filters and Improvements – [City of Wixom](#)
- ≡ Lamella Plate Settlers Rehabilitation – [City of Wixom](#)
- ≡ Wastewater Treatment Plant Improvements – [City of Marysville](#)
- ≡ Wastewater Treatment Plant Upgrade and Expansion – [City of South Lyon](#)
- ≡ Flow Equalization Basin WWTP – [South Huron Valley](#)
- ≡ Wastewater Treatment Facility Improvements – [Village of Romeo](#)

- ≡ Wastewater Treatment Plant (Grid Removal System) – City of Wixom
- ≡ Wastewater Treatment Plant Improvement Project – City of Bay City
- ≡ Allegan Water Treatment Plant – City of Allegan/Prein & Newhof
- ≡ Aeration & SCADA Improvements – City of Wixom
- ≡ WWTP Improvements – City of Cheboygan
- ≡ WPCF UV System – City of Flint

WATER TREATMENT/DISTRIBUTION

- ≡ South Blvd and Beach Road PRV – City of Troy
- ≡ Kerby Road Pumping Station Restoration – City of Grosse Pointe Farms
- ≡ Evergreen Farmington SDS Miscellaneous Pumping Station Improvements – Oakland County, Michigan
- ≡ Nine Mile Pump Station Rehabilitation – City of South Lyon
- ≡ Water Pumping Stations – City of Ferndale; Genesee County; Independence Township; Village of Romeo
- ≡ M-15 Sanitary Pumping Station Improvements – Independence Township
- ≡ Water Booster Station – City of Ferndale
- ≡ Water Plant High Service Pumps Upgrades – City of Algonac
- ≡ Oakpointe Water Plant Valve Replacement – Township of Genoa
- ≡ Water System Improvements - City of Cheboygan

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

- ≡ Traffic System Engineering Support – City of Grand Rapids
- ≡ Troy Multi-Modal Transit Facility – City of Troy
- ≡ Central Campus Transit Center – University of Michigan
- ≡ Westmarket Square – City of Novi

SITE/CIVIL CONSULTING

- ≡ Bay City TSC Addition – Michigan Department of Management and Budget
- ≡ Storage Basin – City of Midland

PARKS AND RECREATION

- ≡ Cedar Lake Trailhead Park – Delhi Township
- ≡ Pioneer Park – City of Utica
- ≡ Utility Improvements Feasibility Study for Groveland Oaks – Oakland County Parks and Recreation



Marvin Olane has nearly 50 years of experience in electrical power, control and instrumentation system design and specifications in municipal, industrial and private facilities including water and wastewater pumping stations. His experience also includes shop drawing review, construction coordination, field observation and start-up services.

<p>EDUCATION BS, Electrical Engineering Wayne State University, 1972</p> <p>EXPERIENCE With HRC since 1972 48 Years of Experience</p>	<p>PROFESSIONAL REGISTRATION/ CERTIFICATION Professional Engineer Michigan No. 24360 Florida No. 68137 Kentucky No. 28112 New York No. 098441</p>	<p>AFFILIATIONS Institute of Electrical and Electronics Engineers (IEEE) International Society of Automation (ISA)</p>
---	--	--

Professional Experience

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

- ≡ Troy Multi-Modal Transit Facility – [City of Troy](#)
- ≡ Central Campus Transit Center – [University of Michigan](#)

WATER TREATMENT/DISTRIBUTION

- ≡ Five Mile Road Tank, Control Vault and Booster Station – [Plymouth Township](#)
- ≡ Water Treatment Plant, Pump Upgrades and VFD Additions – [City of Grosse Pointe Farms](#)
- ≡ Lake Huron Pump Station (LHPS), Project S.4001 – [Karegnondi Water Authority \(KWA\)](#)
- ≡ Water Treatment Plants – [City of Rochester](#); [City of South Lyon](#); [Village of Milford](#); [Michigan Automotive Compressor, Inc.](#)
- ≡ Water Pumping Stations – [Bloomfield Township](#); [City of Ferndale](#); [City of Sterling Heights](#); [Genesee County](#); [Independence Township](#); [Village of Romeo](#)
- ≡ Emergency Generator Addition – [Southeastern Oakland County Water Authority \(SOCWA\)](#); [Oakland County Water Resources Commissioner](#); [Wayne County](#)
- ≡ Well Site Emergency Generators – [City of Rochester](#)
- ≡ Pontiac Water Booster Station Electrician/Switchgear ATS Automation -- [Oakland County Water Resources Commissioner](#)

ROADS/BRIDGES

- ≡ West Stadium Boulevard Reconstruction – [City of Ann Arbor](#)
- ≡ Ambassador Bridge Gateway Power & Communication Distribution – [Detroit International Bridge Company](#)
- ≡ Potterville Rest Area – [Michigan Department of Transportation](#)
- ≡ Van Dyke Reconstruction – [City of Utica](#)

WASTEWATER COLLECTION/TREATMENT

- ≡ Preliminary Treatment System and Aeration Basin Improvements – [City of Saginaw](#)
- ≡ Downriver Sewage Disposal System 2009 Project Plan and Assessment – [Wayne County](#)

- ≡ WWTP Master Plan/Needs Assessment – City of East Lansing
- ≡ Final Clarifier Improvements, LVUS-1 Switchgear Replacement – City of Warren
- ≡ M-15 Sanitary Pumping Station Improvements – Independence Township
- ≡ Wastewater Treatment Plant – City of Marysville
- ≡ Wastewater Treatment Plants – City of Wixom; City of Vassar; City of Imlay City; South Huron Valley; City of South Lyon; Village of Romeo; East Lansing WWTP; Downriver WWTP; Village of Caro; City of Saginaw; Midland Township; Delhi Township; City of Bay City
- ≡ Sanitary Pumping Stations – Bloomfield Township; West Bloomfield Township; Independence Township; City of Orchard Lake Village; City of Southfield; City of Sterling Heights; City of Utica
- ≡ DR-2 Generators, Downriver WWTP Emergency Generator Addition – Wayne County
- ≡ Northeast Extension System – Genesee County Water and Waste Services
- ≡ Sanitary Pump Station Upgrades – Township of Bloomfield, City of Grosse Pointe Farms
- ≡ Michigan Automotive Compressor Wastewater Pretreatment Facility – City of Jackson; City of Parma
- ≡ NUMMI Wastewater Treatment Plant Modifications – City of Fremont, California
- ≡ Waste Water Treatment Plant Additions – Grosse Ile Township
- ≡ Downriver WWTP Secondary Treatment Headworks Improvements – Wayne County
- ≡ Retention Treatment Facilities – Southgate; Wyandotte
- ≡ Retention Treatment Basins (RTBs) – City of Birmingham; City of Bloomfield; Acacia Park; City of Bay City; City of Saginaw
- ≡ EFSDS Eight Mile Road Pump Station Main Switchboard ATS Improvements -- Oakland County Water Resources Commissioner

PARKS AND RECREATION

- ≡ Utility Improvements Feasibility Study for Groveland Oaks Park – Oakland County Parks & Recreation
- ≡ Grayhaven Marina Feasibility Study – Michigan Department of Natural Resources
- ≡ Pier Park Harbor Renovations – City of Grosse Pointe Farms

COMMERCIAL DEVELOPMENT

- ≡ Westmarket Square – Novi, Michigan

MUNICIPAL FACILITIES

- ≡ Blue Water Bridge Salt Storage & Maintenance Facility – Michigan Department of Transportation
- ≡ Fire Station No. 4 – City of Troy

PARKING, PAVEMENT AND STREET LIGHTING

- ≡ Sidewalk & Streetscape Improvements – Village of Romeo
- ≡ Parking Lots – City of Howell



Robert DeFrain is a senior associate and chief field engineer at Hubbell, Roth & Clark, Inc., where he oversees the scheduling and daily activities for the firm's 40+ field observers. He has more than 30 years of experience in the construction administration of public utility facilities including roadway, bridges, stormwater, sanitary and water transmission systems for municipal and private clients. He has also provided design services for several of the firm's major projects and has performed construction engineering services on over 100 MDOT and MDOT LAP projects.

EDUCATION	PROFESSIONAL REGISTRATION/ CERTIFICATION	AFFILIATIONS
BS, Civil Engineering Michigan State University, 1987	Professional Engineer, Michigan No. 37675	American Society of Civil Engineers Institute of Transportation Engineers
EXPERIENCE With HRC since 1988 32 Years of Experience	ACI Concrete Field Technician, Grade I MCA Concrete Technician, Level I MDOT Bituminous Paving Inspection	

Professional Experience

ROADS/BRIDGES

- ≡ Main Street Reconstruction – [Village of Armada](#)
- ≡ Coolidge Highway Rehabilitation – [City of Berkley](#)
- ≡ M-59 Rehabilitation, Elizabeth Lake Road to Woodward Ave – [MDOT Oakland TSC](#)
- ≡ Seventeen Mile Road over Conrail Bridge Replacement – [City of Sterling Heights](#)
- ≡ I-75 ITS ICM/Trailblazing Signs – [MDOT Oakland TSC](#)
- ≡ ITS Expansion on I-75, M-14 and M-5 – [MDOT Oakland TSC](#)
- ≡ Thirteen Mile Road Rehabilitation – [City of Warren](#)
- ≡ Lake Street Rehabilitation – [City of South Lyon](#)
- ≡ Lakeshore Road Resurfacing – [City of Grosse Pointe Shores](#)
- ≡ ITS Design/Build for the North and Superior Regions – [MDOT Newberry TSC](#)
- ≡ Grand River Avenue Reconstruction – [City of Farmington Hills](#)
- ≡ ITS/ATMS/ATIS Deployment – [Michigan Department of Transportation](#)
- ≡ I-94 Resurfacing, Gratiot to 8 Mile – [MDOT Detroit TSC](#)
- ≡ Macomb Orchard Trail – [Macomb County Department of Roads](#)
- ≡ Rochester Road Reconstruction – [City of Troy](#)
- ≡ I-94 ITS Expansion – [Michigan Department of Transportation](#)
- ≡ Cass Avenue and Auburn Road Reconstruction – [City of Utica](#)
- ≡ Silver Lake Road – [City of Fenton](#)
- ≡ Abbott Road – [City of East Lansing](#)
- ≡ 11 Mile Road Reconstruction – [Cities of Oak Park, Berkley and Huntington Woods](#)
- ≡ I-75 Resurfacing – [Michigan Department of Transportation](#)
- ≡ Nineteen Mile Road Reconstruction, Ryan Road to Mound Road – [City of Sterling Heights](#)
- ≡ Wixom Road Bypass – [City of Wixom](#)

- ≡ Nineteen Mile Road and Saal Road Intersection Improvements – City of Sterling Heights
- ≡ West Maple Road Resurfacing – City of Wixom
- ≡ Franklin Road Reconstruction – City of Franklin
- ≡ Rochester Road Reconstruction, I-75 to Torpey – City of Troy
- ≡ Old Blue Water Bridge Rehabilitation – City of Port Huron
- ≡ Franklin Road Reconstruction – City of Southfield
- ≡ Blue Water Bridge Plaza Reconfiguration – City of Port Huron
- ≡ Major Road Resurfacing Phase I – City of Farmington Hills

PARKS AND RECREATION

- ≡ Ram Trail along Holt Road – Ingham County Road Department
- ≡ Clinton River Trail Pedestrian Bridge – City of Pontiac
- ≡ Farmington Road Safety Path Phase I – City of Farmington Hills

PARKING, PAVEMENT AND STREET LIGHTING

- ≡ Thirteen Mile Road, Concrete Pavement Repairs – City of Warren
- ≡ Northpointe Blvd Concrete Pavement Repair – City of Utica
- ≡ M-59 Concrete Pavement Repair – Michigan Department of Transportation

WATER TREATMENT/DISTRIBUTION

- ≡ M10/M1 Pump Station Rehabilitation – MDOT Detroit TSC
- ≡ M-10 Pump Station Rehabilitations – MDOT Detroit TSC
- ≡ I-94/Schaefer Pumphouse Rehabilitation – Michigan Department of Transportation

MUNICIPAL CONSULTING

- ≡ Detroit Safe Routes to School Program – MDOT Detroit TSC

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

- ≡ Rail Trail Southwest Connector – City of South Lyon

AIRPORTS AND TRANSPORTATION FACILITIES

- ≡ Metro Airport ITS Expansion – Michigan Department of Transportation



Scott Roth has 12 years of experience as a professional surveyor on public and private infrastructure projects. Mr. Roth is a key participant in project requirements that include industrial site survey control networks, boundary surveys, 3D laser scanning with point cloud modeling, right of way acquisition, GNSS technology, GIS data collection and geodatabase development, route, and construction surveying, radial topographic mapping, horizontal and vertical control surveys, State Plane and UTM coordinate use, and work with various datum and computations. His experience also includes asset management, infrared forensic engineering, ADA compliance assessments, industrial infrared building envelope integrity surveys, research, and computer-aided drafting.

<p>EDUCATION BS, Surveying Engineering, Michigan Technological University, 2008</p> <p>EXPERIENCE With HRC since 2008 12 Years of Experience</p>	<p>PROFESSIONAL REGISTRATION/ CERTIFICATION Professional Surveyor, Michigan No. 4001061490</p> <p>Level II Certified Infrared Thermographer</p>	<p>AFFILIATIONS Michigan Society of Professional Surveyors Michigan Society of Professional Surveyors, SE Chapter – Board President National Society of Professional Surveyors (NSPS) Northwestern Michigan College – Surveying Program Industrial Advisory Board Member</p>
--	---	---

Professional Experience

ROADS/BRIDGES

- ≡ W Avenue Reconstruction and Improvements – Road Commission of Kalamazoo County
- ≡ Eighth Street Safety Project – Road Commission of Kalamazoo County
- ≡ Drake Road CMAQ Fiber and Signal AMTRAK Crossing – Road Commission of Kalamazoo County
- ≡ Drake Road Mill and Overlay KL Avenue to M-43 – Road Commission of Kalamazoo County
- ≡ City Parking Lots Reconstruction – City of Lansing
- ≡ Lydia Street Reconstruction – City of Jackson
- ≡ Francis Street Reconstruction – City of Jackson
- ≡ Stonewall and 4th Street Intersection – City of Jackson
- ≡ Pearl Street Enhancements – City of Jackson
- ≡ Bucky Harris Park Improvements – City of Jackson
- ≡ Wealthy Street Reconstruction – City of Grand Rapids
- ≡ Alma and KL Realignment – Road Commission of Kalamazoo County
- ≡ Multi-Year Road Improvements – City of Howell
- ≡ Tienken Road Reconstruction – City of Rochester Hills
- ≡ Wixom Road Bypass – City of Wixom
- ≡ Franklin Road Layout – Village of Franklin
- ≡ Pinckney Road/D-19 Reconstruction – City of Howell
- ≡ John R Road – City of Rochester
- ≡ University Drive Reconstruction – City of Rochester

PARKING, PAVEMENT AND STREET LIGHTING

- ≡ Meckler Drain Culvert Replacement and Stream Enhancement – GM Global Facilities
- ≡ Quarton Lake Maintenance and Dredging – City of Birmingham
- ≡ Pavilion Drive Culvert Replacement and Stream Restoration – Oakland University
- ≡ Storm Collection Inventory and Assessment SAW Grant – City of Marysville

WATER RESOURCES/WATERSHED MANAGEMENT

- ≡ Library Parking Deck – City of Jackson
- ≡ Pavement Rehabilitation – Sears Holdings Corporation; Our Lady of Loretto; St. Margarets of Scotland
- ≡ Pavement Management Sidewalk Study – University of Toledo
- ≡ ADA Improvements – West Bloomfield Parks and Recreation

TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS

- ≡ Morrell Street Lighting Improvements – City of Jackson
- ≡ Adrian Street Lighting Improvements – City of Jackson
- ≡ Burton and Michigan Pedestrian Crossing Laser Scan and Survey – City of Grand Rapids
- ≡ Cooper Street Lighting Improvements – City of Jackson
- ≡ Silver Parkway Lighting, Landscape, and Resurfacing – City of Fenton
- ≡ University of Toledo, Intersection Evaluation Study – Toledo, Ohio
- ≡ North Huron Valley/Rouge Valley Sewer System – Wayne County

AIRPORTS AND TRANSPORTATION FACILITIES

- ≡ Smith Terminal Survey – Detroit Metro Airport
- ≡ Lots A&B ALTA Survey – Detroit Metropolitan Airport
- ≡ Petroleum Terminal HDS Laser Scan – Sunoco Logistics, Romulus, Michigan
- ≡ FAA Navigation Antennas – Detroit Metro Airport
- ≡ Petroleum Terminal Containment – Sunoco Logistics Romulus and Port Huron, Michigan
- ≡ Ground Transportation Center HDS Laser Scan and Data Gathering – Wayne County Airport Authority
- ≡ Construction Layout of Intermodal Lighting – CSX Louisville, Kentucky

COMMERCIAL DEVELOPMENT

- ≡ Fillmore Theater Laser Scan – City of Detroit
- ≡ Gibson House Laser Scan – City of Wixom
- ≡ Home Depot/Chili's ALTA Survey – City of Wixom
- ≡ Universal Mall – City of Warren
- ≡ Providence Hospital/Providence Park – City of Novi
- ≡ Vermulen Building Condominium Development – City of Jackson
- ≡ Grovenburg ALTA Survey – Delhi Township
- ≡ Masonic Temple – City of Jackson

ENERGY AND DISTRIBUTION

- ≡ Natural Gas Pipeline Railway Crossing – Michigan Gas Utility
- ≡ DTE Energy Training and Development Center Solar Panel Array – City of Westland
- ≡ GM Detroit Hamtramck Assembly Plant Solar Panels – J. Ranck Electric, Inc.
- ≡ Gas Main Right of Way – Consumer Energy Delhi Twp.
- ≡ Petroleum Terminal Containment and Infrastructure Laser Scan – Sunoco Logistics Romulus and Port Huron
- ≡ Michigan Marine Terminal HDS Laser Scan – City of River Rouge

E – BUDGET REVIEW

Although not stated in the original RFP, HRC understands from HCMA that the project budget is \$700,000. For the purpose of determining our fee approach to this project, HRC will assume that this is the construction cost budget. Please refer to Part 2 of this proposal for our cost narrative as it relates to the objective and scope.

The RFP has indicated that the scope includes but is not limited to the replacement and upgrade of “Conductors, raceways, switch gears, disconnects, fuse protection, transformers, and ancillary components”. Given the vast length of cables throughout the Metropark, plus 16 transformers, primary switchgear, numerous fused cutouts and switches; replacing all of these under the project budget will likely not be possible. However, as noted in Section C of this proposal, the Condition Assessment Phase will outline the recommended electrical improvements, assign priorities, and provide a detailed construction estimate. This gives HCMA the ability to select which improvements they want to have done immediately under this budget, and additional improvements can be implemented based on future funding in the coming years. The Condition Assessment Report will provide HCMA with a planning tool for both the current project and future project budgeting. System operational criticality and life safety will be key measures in recommending whether an improvement is made now or planned for later. Where it is possible to temporarily improve the operation or safety of an element, those measures may be considered as an interim solution.

F – REFERENCES

HRC enjoys a very successful record of many long-term clients, reflecting the level of service we strive to provide every day. In accordance with the RFP, we have provided a sampling of our work experience with similar projects. Below are three references from current clients for which we have provided engineering services. We invite you to contact our references to learn more about HRC and the staff members proposed in this submittal.

CITY OF WARREN



Bryan Clor
Division Head – Waste Water Treatment Division
586 264-2530 ext. 8103
bclor@cityofwarren.org

CITY OF HOWELL



Mike Spitler
WWTP Operations Manager
517 546-6230
mspitler@cityofhowell.org

CITY OF PETOSKEY



Sherrie Elliott
Water/Wastewater Supervisor
231 347-2500
sellott@petoskey.us



Office Locations

- Bloomfield Hills**
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300 | Fax: 248.454-6312
- Delhi Township**
2101 Aurelius Road, Suite 2
Holt, MI 48842
517-694-7760
- Detroit**
Buhl Building, Suite 1650
535 Griswold Street | Detroit, MI 48226
313-965-3330
- Grand Rapids**
1925 Breton Rd SE, Suite 100
Grand Rapids, MI 49506
616-454-4286
- Howell**
105 West Grand River Avenue
Howell, MI 48843
517-552-9199
- Jackson**
401 S. Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
- Kalamazoo**
834 King Highway, Suite 107
Kalamazoo, MI 49001
269-665-2005
- Lansing**
215 South Washington Square, Suite D
Lansing, MI 48933
517-292-1488

RFP NO.: 502.20-694

HURON-CLINTON METROPOLITAN AUTHORITY

LAKE ST. CLAIR ELECTRICAL SUPPLY

UPGRADES AND REPLACEMENTS

DUE: NOVEMBER 30, 2020 AT 2:00 P.M.

**PART 2:
COST PROPOSAL**



SUBMITTED TO:

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

PREPARED BY:

**HUBBELL, ROTH & CLARK, INC.
555 Hulet Dr.**

Phone: 248-454-6300

Fax: 248-454-6312

ENGINEERING.

ENVIRONMENT.

EXCELLENCE.



TABLE OF CONTENTS

1. Cost Narrative	1
2. Cost Proposal Form.....	2-3
3. HRC Rate Schedule	4

1. COST NARRATIVE

As noted under the Budget Review section in Part I of this proposal, HRC does not feel that a budget of \$700,000 is adequate to accomplish all the electrical replacements, repairs and upgrades that HCMA envisions, throughout the Metropark.

Without a thorough and well documented Condition Assessment of the existing electrical systems and components, it is not possible to provide a detailed scope of design services and related engineering fees for all the work referenced in the RFP at this time.

Electrical testing services also cannot be priced at this time, without knowing what needs to be tested. HRC's subcontractor Power Plus Engineering, Inc. will quote these services, once the scope is defined, during the development of the Draft Condition Assessment Report.

HRC looks forward to the opportunity to assist HCMA with this project. In order to provide a *Not to Exceed Fee* for our services, we based our fees on a total construction budget of \$700,000. Project elements selected by HCMA for design and construction that increase the total construction cost above \$700,000 will be considered additional services and HRC will provide a proposal for the associated services prior to proceeding with the work.

Please refer to HCMA's Proposal Cost Form for a breakdown of these fees.

Also, please reference HRC's rate schedule for hourly billing ranges for project personnel.

Services not included in HRC's proposal pricing:

- ≡ Geotechnical and soil borings
- ≡ Architectural and Structural design elements
- ≡ Material testing
- ≡ Electrical testing

2. COST PROPOSAL FORM



HURON-CLINTON metroparks

Administrative Office | 13000 High Ridge Drive | Brighton, MI 48114-9058
1-800-477-2757 • www.metroparks.com

HURON CLINTON METROPOLITAN AUTHORITY REQUEST FOR PROPOSAL STANDARD COST FORM

(TO BE SUBMITTED WITH PROPOSAL PART II)

PROJECT TITLE: Electrical Supply Upgrades and Replacements

PARK NAME: Lake St. Clair Metropark

RFP No.: 502.20-694

DUE DATE: November 30, 2020

** HRC fees shown here are based upon an estimated construction budget of \$700,000 as determined during the Design Phase. Fees for project scope beyond that budget will be billed at HRC's hourly rates, per our rate schedule attached. We will provide HCMA a proposal for out-of-scope services prior to proceeding with the work.

PROJECT PHASE	ESTIMATED HOURS	ESTIMATED COST
Assesment and Report	188	\$22,000
Project Development		
50% Construction Specifications, Drawings	135	\$13,900
90% Construction Specifications, Drawings	101	\$10,200
100% Construction Specifications, Drawings	65	\$7,000
Construction Management and Oversight	418	\$43,300
Miscellaneous		
- Meetings <small>(design phase only, meetings associated with other phases are in that line item)</small>	32	\$3,800
- Permit Preparation and Applications (if applicable)	8	\$900
Cost Estimating/ Bid Review/Project Schedule	72	\$8,300
Additional Phases/Task As Proposed		
Note: HRC costs do not include geotechnical services, architectural services, electrical testing and material testing services, as described in our cost narrative clarifications.		

Include estimated hours for all work performed except provided by subconsultant as lump sum.

Proposal Cost (Not to Exceed)
**\$109,400



HURON-CLINTON metroparks

Administrative Office | 13000 High Ridge Drive | Brighton, MI 48114-9058
1-800-477-2757 • www.metroparks.com

HURON CLINTON METROPOLITAN AUTHORITY REQUEST FOR PROPOSAL STANDARD COST FORM (SUBCONSULTANT INFORMATION)

Subconsultant:	Power Plus Engineering, Inc.
Discipline:	Electrical testing services
Contact Information:	Sam Mancuso
	47119 Cartier Court, Wixom, MI. 48393-2872
	Phone: 248-896-0200
Subconsultant:	
Discipline:	
Contact Information:	
Subconsultant:	
Discipline:	
Contact Information:	
Subconsultant:	
Discipline:	
Contact Information:	

3. HRC RATE SCHEDULE

**2020 - 2022 Hourly Rate Schedule
Prepared for:**

**Huron Clinton Metropolitan Authority (HCMA)
Electrical Supply Upgrades and Replacements**

<u>Category</u>	<u>Billable Rates</u>
Principal	147.00 - 185.00
Sr. Associate/Managing Engineer	162.00 - 192.00
Associate/Managing Engineer	114.00 - 158.00
Manager	105.00 - 167.00
Supervisor	93.00 - 143.00
Sr. Project Engineer/Architect/Surveyor	122.00 - 157.00
Project Engineer/Architect/Surveyor	104.00 - 126.00
Staff Engineer/Architect/Surveyor	92.00 - 118.00
Senior Project Analyst	137.00 - 139.00
Project Analyst	87.00 - 125.00
Staff Analyst	80.00 - 87.00
Graduate Engineer/Architect I/II	72.00 - 105.00
Technical Specialist	102.00 - 150.00
Sr Designer	117.00 - 126.00
Designer	96.00 - 135.00
Cadd Technician	52.00 - 112.00
Sr. Survey Office Technician	89.00 - 104.00
Survey Party Chief	80.00 - 120.00
Survey - Field Technician	54.00 - 62.00
Project Representatives	90.00 - 136.00
Sr. Construction Observer	82.00 - 94.00
Construction Observer I/II	52.00 - 76.00
Construction - Office Technician	51.00 - 69.00
Supervisor Lab Testing	80.00 - 80.00
Testing Technician	51.00 - 70.00
Administrative Support**	51.00 - 121.00

Rates will remain firm for years 2020, 2021 and 2022.

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

** This Category includes Computer, Reproduction and Administrative Staff.



Office Locations

≡ Bloomfield Hills

555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300 | Fax: 248.454-6312

≡ Delhi Township

2101 Aurelius Road, Suite 2
Holt, MI 48842
517-694-7760

≡ Detroit

Buhl Building, Suite 1650
535 Griswold Street | Detroit, MI 48226
313-965-3330

≡ Grand Rapids

1925 Breton Rd SE, Suite 100
Grand Rapids, MI 49506
616-454-4286

≡ Howell

105 West Grand River Ave.
Howell, MI 48843
517-552-9199

≡ Jackson

401 S. Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295

≡ Kalamazoo

834 King Highway, Suite 107
Kalamazoo, MI 49001
269-665-2005

≡ Lansing

215 South Washington Square, Suite D
Lansing, MI 48933
517-292-1488



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

ENGINEERING. ENVIRONMENT. EXCELLENCE
248-454-6300 hrcengr.com



To: Board of Commissioners
 From: Mike Henkel, Chief of Engineering Services
 Project No: 511-19-112
 Project Title: Nature Center Lighting Replacements
 Project Type: Capital Improvement Project
 Location: Oakwoods Metropark
 Date: December 4, 2020

Bids Received: November 30, 2020

Action Requested: Motion to Approve

That the Board of Commissioners (1) award Contract No. 511-18-110 to the low responsive, responsible bidder, J. Ranck Electric, Inc. in the amount of \$91,950; and (2) approve the use of \$21,500 of Capital Project funding interest to cover the cost of the project as recommended by Chief of Engineering Services Mike Henkel and staff.

Fiscal Impact: This project is not a budgeted line item; however, \$70,500 remains from the Nature Center exhibit replacement project and \$21,500 is available from interest from the capital project fund to cover the remaining project cost.

Scope of Work: The project includes the removal and installation of specified lighting fixtures and associated electrical work.

Background: The existing lighting in the Nature Center is original to the building that was constructed in 1973. The proposed lighting plan will reconfigure the existing lighting layout to better highlight the new exhibits that have recently been completed. The existing lights are primarily four-foot surface mount fluorescent fixtures that provide general space lighting. The proposed fixtures will provide LED targeted lighting throughout the space. Switching to LED fixtures will also be more efficient. Additional work will need to be completed under a separate contract and will consist of staining the existing wood ceiling to mask the location of the old fixtures that are removed.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
J Ranck Electric, Inc.	Mt. Pleasant	\$91,950.00
A.F. Smith Electric, Inc.	Ypsilanti	\$96,965.00
Allied Building Services of Detroit	Detroit	Non-Responsive
Budget Amount for Contract Services		\$ 0.00
- Remaining balance Nature Center Exhibits		\$70,500.00
- Capital Fund Interest		<u>\$21,500.00</u>
- Total		\$92,000.00
Work Order Amount		
- Contract Amount J Ranck Electric, Inc.		\$91,950.20
- Contract Administration		<u>\$ 4,000.00</u>
- Total Proposed Work Order Amount (Rounded)		\$95,951.00

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



To: Board of Commissioners
From: Amy McMillan, Director
Subject: Approval/Resolution – Exemption of Taxes Subject to Capture
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the Resolution exempting Ad Valorem Property Taxes from Capture for the Detroit Region Aerotropolis Development Corporation and direct staff to file the resolution in accordance with the applicable statutes governing the taxing authorities as recommended by Director Amy McMillan and staff.

Background: The Executive Committee of the Detroit Region Aerotropolis Development Corporation recently held a public hearing to consider the adoption of a resolution expanding the Local Development Finance Authority and designating the boundaries of the authority district in which the Local Development Finance Authority will exercise its powers, pursuant to Act 281 of the Public Acts of Michigan of 1986, as amended.

The boundaries of the constituent municipalities of the Detroit Region Aerotropolis Development Corporation, being the corporate boundaries of the city of Romulus, city of Taylor, Charter Township of Van Buren and Charter Township of Huron.

Attachment: Resolution – Detroit Region Aerotropolis Development Corporation

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

RESOLUTION EXEMPTING AD VALOREM PROPERTY TAXES FROM CAPTURE

**Regarding the Detroit Region Aerotropolis Development Corporation of Wayne County
Michigan Local Development Finance Authority**

Resolution No. 2020-18

Motion made by: Commissioner _____

Supported by: Commissioner _____

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON DECEMBER 10, 2020, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Executive Committee of the Detroit Region Aerotropolis Development Corporation in the County of Wayne, Michigan (the "Municipality"), pursuant to Act 281, Public Acts of Michigan, 1986, as amended ("Act 281") proposes to establish a Local Development Finance Authority and designate its boundaries (the "LDFA"); and

WHEREAS, the Detroit Region Aerotropolis Development Corporation of Wayne County Michigan held a public hearing on the proposed establishment of the LDFA on December 3, 2020; and

WHEREAS, ad valorem property taxes levied by the Huron-Clinton Metropolitan Authority (the "Authority") are subject to capture by the LDFA; and

WHEREAS, in recent years the Authority has experienced a significant loss in property tax revenue as values have sharply declined; and

WHEREAS, the Board of Commissioners of the Authority reserves the right to preserve and protect the Authority's tax base across its five-county region; and

WHEREAS, the Board of Commissioners has authorized staff to pursue the avoidance of tax capture by local development finance authorities to protect the Authority's tax base; and

WHEREAS, Section 4 of Act 281 provides that not more than 60 days after a public hearing on the expansion of a Local Development Finance Authority and the designation of the boundaries of that Local Development Finance Authority, "the governing body of a taxing jurisdiction with millage that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality proposing to create the authority"; and

WHEREAS, the Board of Commissioners desires to exempt the ad valorem taxes of the Authority from capture by the LDFA.

NOW, THEREFORE, BE IT RESOLVED:

1. The Authority hereby exempts its ad valorem taxes from capture by the LDFA.
2. The Secretary shall immediately file a copy of this resolution with the Clerk or Secretary of the Municipality.
3. This Resolution shall take immediate effect.
4. Any resolutions or parts of resolutions which conflict with this resolution are repealed and rescinded to the extent of such conflict.

AYES: Commissioners: _____

NAYS: Commissioners: _____

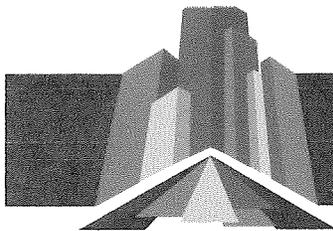
ABSTAIN: Commissioners: _____

ABSENT: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, December 10, 2020.

Shawn Athayde, Recording Secretary


**DETROIT REGION
AEROTROPOLIS®**

11895 S. WAYNE RD. SUITE 101A | ROMULUS, MI 48174 | 734.992.2286 | DETROITAERO.ORG

NOTICE OF PUBLIC HEARING

 DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION
 COUNTY OF WAYNE, MICHIGAN

 ON THE EXPANSION OF A LOCAL DEVELOPMENT FINANCE AUTHORITY
 AND THE DESIGNATION OF AUTHORITY DISTRICT BOUNDARIES

 TO ALL INTERESTED PERSONS IN THE DETROIT REGION AEROTROPOLIS
 DEVELOPMENT CORPORATION REGION:

PLEASE TAKE NOTICE that the Corporation Board of the Detroit Region Aerotropolis Development Corporation, County of Wayne, State of Michigan, will hold a public hearing on Thursday, the 3rd day of December, 2020, at 2:30 p.m., prevailing Eastern Time, at the Detroit Region Aerotropolis Development Corporation office, 11895 Wayne Rd, Romulus, Michigan 48174, with electronic participation available at <https://bit.ly/35kwYD1>, to consider the adoption of a resolution expanding the Local Development Finance Authority and designating the boundaries of the authority district in which the Local Development Finance Authority will exercise its powers, pursuant to Act 281 of the Public Acts of Michigan of 1986, as amended.

PROPOSED BOUNDARIES

The boundaries of the proposed district within which the Local Development Finance Authority shall exercise its powers are as follows:

THE BOUNDARIES OF THE CONSTITUENT MUNICIPALITIES OF THE DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION, BEING THE CORPORATE BOUNDARIES OF THE CITY OF ROMULUS, CITY OF TAYLOR, CHARTER TOWNSHIP OF VAN BUREN AND CHARTER TOWNSHIP OF HURON

At the public hearing, all residents, taxpayers, property owners from a taxing jurisdiction in which the proposed district is located or an official from a taxing jurisdiction with millage that would be subject to capture desiring to address the Corporation Board shall be afforded an opportunity to be heard in regard to the establishment of the Local Development Finance Authority and the boundaries of the proposed authority district. FURTHER INFORMATION may be obtained by calling the Detroit Region Aerotropolis Development Corporation at 734-992-2286.

This notice is given by order of the Corporation Board of the Detroit Region Aerotropolis Development Corporation, State of Michigan, pursuant to Section 4 of Act 281 of the Public Acts of Michigan of 1986, as amended.

Bryant Holt
 Corporation Secretary



To: Board of Commissioners
From: Nina Kelly, Chief of Planning and Development
Project No: 509-18-548
Project Title: Report – Shelden Trails Development and Construction
Project Type: Capital Project
Location: Stony Creek Metropark
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve a change order in the amount of \$442,035 and authorize staff to amend the expiration date of contract 509-18-548 to December 31, 2021 for the purpose of completing the Shelden Trails Development project as recommended by Chief of Planning and Development Nina Kelly and Staff.

Fiscal Impact: Funding had been allocated in the Capital Project Fund and through the Metroparks Foundation to complete Phase 1 (Loops A, B, and the Northern Connector) of this project in March 2020. Additional funding that was originally budgeted in the Capital Project Fund for backup internet fiber installation projects in multiple parks was reallocated in August 2020 to cover the cost of additional work on Loop D and the Northern Connector bridge. To complete the project in 2021, \$442,035 is include in the proposed 2021 budget for approval.

Scope of Work: Flowtrack has submitted a cost proposal to expand the scope of work in their existing contract to include the completion of Loop “D” and the construction of Loops “C” and “E,” in addition to the finalization of the existing contract scope items, by the end of 2021. If approved as part of the 2021 budget, a contract extension will be executed by staff. This would complete the redevelopment of the Shelden Trails.

Attachment: FlowTrack Cost Estimate

FLOWTRACK

MOUNTAIN BIKE TRAILS, LLC

FlowTrack Mountain Bike Trails, LLC

420 Pine St

Marquette, MI 49855

Phone: **906-869-4044**

Shelden Trails Development and Construction

Construction Cost Estimates, 2021 Build Season

**COMPLETE LOOP D
CONSTRUCT LOOP C
CONSTRUCT LOOP E**

Our total cost estimate for “Trail Loop D” completion, and Trail loops C and E construction are based on Applied Trail Research documents “HURON-CLINTON METROPARKS STONY CREEK METROPARK SHARED-USE TRAIL DESIGN MAY, 2019”.

Each trail will be constructed entirely as brand new trail, leaving no old sections of trail remaining. Old sections of trail are not constructed properly and will not provide enough durability for long term heavy use. Old sections of trail must be reconstructed to align properly with new sections of trail, and also provide a balanced rider experience throughout the entire trail corridor.

The plans delivered by Applied Trail Research “ “HURON-CLINTON METROPARKS STONY CREEK METROPARK SHARED-USE TRAIL DESIGN MAY, 2019” state that “Loops D and E are intended to provide similar singletrack experiences as Loop C, but **with the addition of skills features.**

Flowtrack Steeltrack trail features can further enhance loops D and E, aligning with plans delivered by ATR. Steeltrack features installed on these trails will vary significantly from loop A due to the difference in skill level. These features could provide a unique trail riding experience not found anywhere else in the state.

Total Price Estimate \$442,034.50



Matt Belic, President

Flowtrack Mountain Bike Trails, LLC



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Approval – 2021 Worker’s Compensation Insurance Renewal
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve renewal of the Worker’s Compensation insurance policy provided by the Michigan Counties Workers’ Compensation Fund (MCWCF) for 2021 for the estimated annual premium in the amount of \$455,681.12 as recommended by Chief of Finance Rebecca Franchock and staff.

Fiscal Impact: The 2021 renewal premium has been included in the 2021 budgeted fringe benefit calculation used in development of the 2021 General Fund Budget. The experience modification factor and rates are the same as 2020 premium.

Background: Since Jan. 1, 2013, the Metroparks have participated in the Michigan Counties Workers’ Compensation Self-Insured Fund (MCWCF). Full statutory coverage for workers’ disability compensation and employers’ liability is guaranteed by the Fund through authority granted by the State of Michigan under Chapter 6, Section 418.611, and Paragraph (2) of the Workers’ Disability Compensation Act of 1969, as amended.

The premium for 2021 is based on budgeted hours. It will be audited for actual hours worked in 2022 and a final payment or return of premium will occur at that time.

Although this policy renews unless either party provides 60 days notification of termination, it is consistent with past practice that the Board formally approve renewal at this time.

It should be noted, as members of the MCWCF that the Metroparks are eligible to receive dividend refunds in the year following the completed audit of results. For the plan year 2018, \$34,029 is expected to be received in December 2020.



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Approval – 2021 Fiduciary Liability Insurance
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve renewal of fiduciary liability insurance for the premium amount of \$11,125 with the Chubb Insurance Company for 2021 as recommended by Chief of Finance Rebecca Franchock and staff.

Fiscal Impact: The 2021 renewal premium has been included in development of the 2021 budget.

Background: Since Jan. 1, 2013, the Metroparks have participated in a self-insured risk pool for property and liability insurance with the Michigan Municipal Risk Management Authority (MMRMA). However, this program does not provide fiduciary liability coverage. To obtain the needed coverage, the Metroparks MMRMA agent sought proposals from the marketplace in 2017 through Johnston Lewis Associates of Troy, Michigan.

The basic purpose of fiduciary liability insurance is to protect plan sponsors, fiduciaries, trustees and other employees from the defense costs and penalties if they are sued as a result of fiduciary decisions they have made in the context of their responsibilities with the Metroparks. Generally, this includes any violation of responsibilities, obligations, or duties imposed on fiduciaries as well as acts, errors, or omissions involved in plan administration. This includes the Board of Commissioners, staff and members of the Pension Committee and Retiree Health Care Trust Board.



To: Board of Commissioners
From: Randy Rossman, Chief of Human Resources and Labor Relations
Subject: Approval – 2021 Property and Liability Insurance Renewal
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the suggested renewal for the 2021 property and liability insurance with the Michigan Municipal Risk Management Authority (MMRMA) as recommended by Chief of Human Resources and Labor Relations Randy Rossman and staff.

Fiscal Impact: The renewal premium is included in the 2021 recommended budget.

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

Based on the results of MMRMA's assessment of Metroparks operations and claims exposure, renewal rates for 2021 came in with an annual premium of \$651,798 including \$255,000 stop loss coverage. This is a \$42,228 increase from the \$609,570 premium in 2020.

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

As MMRMA members, the Metroparks participates in the MMRMA's member net asset distribution program. The Metroparks received a payment from the distribution program in the amount of \$129,885 in December 2019 and staff expects a payment in the amount of \$244,766 in December 2020.

In addition, the Metroparks participates in the MMRMA Risk Avoidance Program (RAP). RAP provides grants for reimbursement of 50 percent of expenses up to \$50,000 for employee training, projects, equipment and services that reduce liability exposure. In 2020, the Metroparks is expecting to receive \$34,175 in reimbursements.

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



To: Board of Commissioners
From: Amy McMillan, Director
Project Title: Update – Purchases over \$10,000
Date: December 4, 2020

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the update for purchases over \$10,000, up to, and including \$25,000 as submitted by 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 contains purchases exceeding the \$10,000 threshold:

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
1. ASTI Environmental	Property Appraisal near Wolcott Metropark	\$12,900.00
2. US Flood Control Corp	Straps for Tiger Dams Lake St. Clair Metropark	\$13,122.00
3. E-Z-GO Textron	Five (5) Golf Carts with USB ports Hudson Mills Metropark Golf Course	\$22,375.00



To: Board of Commissioners
From: Heidi Dziak, Senior Buyer
Project No: ITB 2020-035
Project Title: Purchase – One (1) Garbage Truck
Location: Stony Creek Metropark
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the purchase of one (1) new garbage truck consisting of a 2021 Freightliner M2 106 with a Heil Body for a total amount of \$121,557 from Bell Equipment of Lake Orion, Michigan, the low responsive, responsible bidder for ITB 2020-035 as recommended by Senior Buyer Heidi Dziak and staff.

Fiscal Impact: Funds are included in the 2021 Capital Equipment budget.

Scope of Work: Furnish and deliver one (1) new garbage truck consisting of a 2021 Freightliner M2 106 with a Heil Body.

This equipment replaces Unit 909, a 2014 International 4300 garbage truck with 29,170 miles that was totaled in an accident within the park.

Background: The proposed purchase was competitively bid and the ITB was posted on the Michigan Intergovernmental Trade Network (MITN) site, which provided notice of the solicitation to 170 vendors, of which eight vendors downloaded the ITB. Notice was also sent by email to five vendors; four bids were received.

<u>Vendor</u>	<u>Location</u>	<u>Vehicle Price</u>	<u>Extended Warranty</u>
Bell Equipment Company*	Lake Orion, MI	\$121,577.00	1 year included
Wolverine Freightliner East Side	Mt. Clemens, MI	\$121,726.00	\$3,770.00
Pyramid Equipment, Inc.	Rolling Prairie, IN	\$125,132.00	\$3,770.00
Tri-County International • offering a 2021 International MV607 with a Heil Body	Jackson, MI	\$127,691.23	\$2,500.00

() Indicates recommended award.*



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Approval – 2021 General Fund Budget and Resolution
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the 2021 General Fund Budget and Resolution as recommended by Chief of Finance Rebecca Franchock and staff.

Fiscal Impact: The 2021 general fund budget as submitted makes planned use of \$2.5 million of fund balance.

Background: The proposed 2021 general fund budget for which approval is requested has been revised from the preliminary proposed numbers reviewed at the November Board meeting. On the revenue side, park operations budgeted revenue has decreased by \$400,000. In addition, interest income was reduced by \$300,000. Somewhat offsetting these decreases are increases state revenue sources and grants totaling \$100,000. On the expense side, general fund expenditures increase overall by \$300,000. This reflects a decrease in the administrative office of \$50,000 and park operations of \$200,000. In addition, funding for the capital project fund increased by a net \$550,000. Overall, revenue has been scheduled to reach \$55.6 million and expenditures total \$58.1 million. The net result is the planned use of \$2.5 million of fund balance.

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

Overall Trends: Total revenue for the Metroparks is planned to remain fairly level when compared to the 2020 estimated revenue of \$56 million. A minor decrease of \$570,000 (0.8 percent) to \$55.6 million has been scheduled. This is primarily the net result of a \$1.4 million increase in property tax revenue being more than offset by decreases in grant revenue (down \$900,000), interest income (down \$300,000) and other revenue sources (down \$1,000,000.)

Operating revenue is relatively flat when compared to 2019. The budget was developed anticipating a return of some revenue sources that were lost in the pandemic of 2020 (aquatic and interpretive) and a cautious reduction in some areas that were so positively impacted by the pandemic (tolling and golf).

Budgeted expenditures are scheduled to increase by \$6.9 million from the 2020 estimated expenditure total of \$51.2 million to \$58.1 million. The increase is made up of increases in:

- Park operations up \$3.3 million (10.0%)
- Administrative Office up \$2.1 million (23.2%)
- Major Maintenance up \$1.5 million (88.2%)

While these are significant increases it is important to note that comparisons to 2020 estimated actual are in some cases distorted by the pandemic.

Capital Equipment funding, at \$2.1 million, is 5 percent below the 2020 estimated actual amount.

The budget to provide funding to the Capital Project Fund (\$4.9 million) is virtually flat when compared to the 2020 amount of \$4.9 million. This amount is the net result of \$6.6 million of newly funded capital projects netted against \$1.7 anticipated grant funding and \$50,000 of funds available from a cancelled project within the Capital Project Fund.

The chart below summarizes major budget categories and the impact on fund balance from the proposed 2021 general fund budget:

	<u>2019 ACTUAL</u>	<u>2020 AMENDED BUDGET</u>	<u>2020 PROJECTED ACTUAL</u>	<u>2021 PROPOSED BUDGET</u>
<u>BUDGETED REVENUES</u>				
ADMINISTRATIVE				
PROPERTY TAX LEVY	\$ 31,312,009	\$ 32,787,042	\$ 32,775,755	\$ 34,189,544
GRANT REVENUE	16,829	62,916	914,987	48,816
DEVELOPMENT SUPPORT	82,561	32,500	12,510	-
INTEREST INCOME	1,016,519	500,000	429,384	100,000
SALE OF CAPITAL ASSETS	160,318	100,000	211,435	100,000
STATE SOURCES	1,174,968	400,000	409,661	550,000
OTHER	1,091,389	580,723	1,130,249	179,500
PARK OPERATIONS				
OPERATING REVENUE	19,896,499	20,499,906	20,052,604	20,360,307
PARK DEVELOPMENT SUPPORT	119,953	30,827	51,316	36,370
TOTAL BUDGETED REVENUES - 2021	<u>\$ 54,871,045</u>	<u>\$ 54,993,913</u>	<u>\$ 55,987,901</u>	<u>\$ 55,564,537</u>
<u>BUDGETED EXPENDITURES</u>				
PARK OPERATIONS	\$ 33,958,676	\$ 36,102,802	\$ 33,282,942	\$ 36,623,003
ADMINISTRATIVE OFFICE	9,641,366	10,570,417	8,992,207	11,081,241
MAJOR MAINTENANCE	900,469	2,608,416	1,771,852	3,335,214
CAPITAL				
EQUIPMENT	1,957,397	2,257,386	2,245,669	2,124,613
LAND ACQUISITION	3,400	-	35,503	-
TRANSFER TO OTHER FUNDS				
CAPITAL PROJECT FUNDING	<u>\$ 4,992,303</u>	<u>\$ 4,955,317</u>	<u>\$ 4,876,665</u>	<u>\$ 4,892,594</u>
TOTAL BUDGETED EXPENDITURES - 2021	<u>\$ 51,453,612</u>	<u>\$ 56,494,338</u>	<u>\$ 51,204,838</u>	<u>\$ 58,056,665</u>
NET INCREASE (USE) OF FUND BALANCE	<u>\$ 3,417,433</u>	<u>\$ (1,500,424)</u>	<u>\$ 4,783,063</u>	<u>\$ (2,492,128)</u>

2021 Recommended Budget: The budget development and administration process is continually being evaluated and revised. In 2020, one area where fine tuning took place was in operating expense budgeting. In 2020 park operating expenditures were guided by targeting actual hours work history for a base, as opposed to past practice which had used prior budgeted hours as a base. The move to use actual worked data was expected to produce a budget that would be closer to actual results and not have large variances at yearend. If we have a blockbuster year, staff funding may need to be increased but, in that event, additional revenue should be generated and produce a positive net result. Similarly, departments were directed to use actual material and service history to develop their budgets. This should also aid in resulting in smaller variances between budget and actual. Due to pandemic related staffing adjustments that were needed in 2020, we were not able to truly evaluate this new strategy. Staff continues the process for the development of the 2021 budget recognizing that a true evaluation may have to wait until 2022. One thing learned this year, was that staff can be nimble in responding as an organization to significant environmental changes.

Overall Revenue: Total 2021 general fund budgeted revenue is planned at \$55.6 million. A very modest decrease from 2020 actual revenue. Tax revenue continues to provide the overwhelming majority of Metroparks funding at \$34.2 million with park operating revenue expected to generate most of the remainder at \$20.4 million. The remaining \$1 million is expected to primarily be generated through the receipt of funding to replace personal property tax from the state of Michigan.

Tax Revenue: Property tax revenue is the source of just over 62 percent of all Metroparks funding. At the beginning of this decade tax revenue was a much larger 67 percent of revenue. Efforts to grow other revenue sources to offset losses in tax revenue brought this percentage down to 59 percent in 2020. However, tax revenue growth at 4.3 percent is currently outpacing operating revenue growth.

Tax revenue as budgeted for 2020 is 20 percent higher than the actual tax revenue received a decade ago. This has not been a slow steady climb. Ten years ago, property tax values were still declining towards the low of \$27.7 million in 2013. Since that point tax growth has been fairly steady, averaging 2.4 percent per year. Keeping tax revenue from climbing in pace with actual property value increases is the result of the return of further rollbacks of the Metroparks tax levy rate starting with the 2017 levy. This ended 11 straight years at .2146 during the great recession. Property tax revenue for 2020 would be just over \$6 million higher if the full levy rate of .2500 were utilized.

The millage rate for the 2020 levy (which produces Metroparks 2021 revenue) has been reduced by the Headlee calculation from .2117 to .2104. This further reduction still allows an increase in property tax revenue of just over \$1.4 million, an increase of 4.3 percent.

The budget for tax revenue does not include \$550,000 for an anticipated state of Michigan reimbursement for Industrial Personal Property Tax funding. The legislation that resulted in reduced IPPT also included a mechanism for reimbursement to local units of government providing sufficient funds are available at the state level. We have budgeted based on the assumption that funding will continue to be available in 2021.

As is our normal practice the property tax revenue budget includes an allowance for losses related to tax abatement programs, Michigan Tax Tribunal adjustments and other potential refunds. Board policy is to opt out of tax increment financing initiatives where possible however, many tax increment financing authorities were in place prior to the adoption of this practice. In addition, current legislation only allows the option to opt out of certain types of TIFAs even for new initiatives. For 2020, staff estimated that the loss from these sources would be \$750,000. The net result is \$34.2 million in expected revenue. Considering the recent information from Wayne County related to the reconciliation it may be sensible to increase the allowance to closer to \$900,000.

Operating Revenue: Total park operating revenue planned for 2021 is \$20.4 million. This is an increase of \$300,000 from 2020 estimated park operating revenue of \$20.1 million. There have been no Board approved fee changes in the 2021 revenue budget. The changes that are reflected are related to anticipation of a potentially more normal year. As noted in several places the pandemic impacted park operations dramatically. In some cases, revenue was positively impacted and in others it was completely decimated. We have striven to moderate all areas using a conservative, reasonable approach while recognizing that COVID-19 is likely to continue at some level through much of 2021. As in 2020, staff will continuously monitor and adjust as needed.

The most significant variances are in the areas of aquatics, golf and tolling. Aquatic revenue, which was almost completely lost in 2020 is scheduled to rebound to \$1.7 million. Offsetting this are reductions in tolling and golf. While staff hopes that the increases in these areas will continue, we are hesitant to count on it until more time has passed and we can determine if this was a trend or an aberration.

PARK OPERATING REVENUE BY COST CENTER				
	2020 Estimated Actual	2021 Proposed Budget	Increase (Decrease)	
Aquatic Facilities	\$ 244,922	\$ 1,918,650	\$ 1,673,728	683%
Dockage/Boat Storage	663,650	531,112	(132,538)	-20%
Tolling	11,168,374	9,804,080	(1,364,294)	-12%
Facility/Stage/Shelter Rental	240,195	502,352	262,157	109%
Golf Regulation/Par Three	6,085,897	5,396,066	(689,831)	-11%
Interpretive	202,228	373,418	171,190	85%
Other	1,498,654	1,870,999	372,345	25%
	<u>\$ 20,103,920</u>	<u>\$ 20,396,677</u>	<u>\$ 292,757</u>	1%

Grant Revenue: The majority of grants, which are expected to be received by the Metroparks in 2021 are related to Capital Improvement Projects and are reflected in the Capital Project Fund. 2021 grant revenue in the general fund relates to the expansion of a park recycling project funded by the state of Michigan Environment, Great Lakes and Energy department. As additional operating grants develop during the year the budget will be amended to recognize them.

Other Revenue Sources: Interest rates have once again fallen to very low levels. As investments are rolled over and renewed at the lower rates decreased interest income is generated. The result is as the expectation of a reduction in 2021 interest revenue of \$300,000. In addition, 2020 revenue included significant payments from MMRMA and MCWCF. While it is hoped that the MMRMA and MCWCF distributions will continue to grow there is no guarantee, and it would not be prudent to include them in budgeted revenue. Similarly, the potential for a rate surplus payment from BCBS always exists; however, until the results are known, it is just as likely that there will not be a payment, therefore nothing was included in the 2021 budget. Sale of capital and non-capital surplus equipment is expected based on history. For 2021 there is no planned replacement of a fleet of golf carts.

Overall Expenditures: As previously indicated, total 2021 general fund budgeted revenue is planned at \$58.1 million. This is a 13.4 percent increase over 2020 estimated revenue. It is worth noting that it represents only a 2.4 percent increase over the 2020 budget amount of \$56.5 million. 2021 numbers for major maintenance, park operations and administrative office show significant variances. These will be detailed below but are generated by two different causes. Park operations is primarily a return to

more normal spending patterns following the impact on 2020 by the pandemic. Major maintenance is primarily increased reflecting a thoughtful, strategic plan to address trail maintenance.

The administrative office department increases are a combination of new initiatives and a return of work that was not able to be done during the pandemic. Both capital equipment and capital project funding are budgeted very near the 2020 estimated actual amount. There are no funds scheduled for land acquisition. Should the Board determine that acquisition of land is beneficial or needed there are funds committed in fund balance that could be used for this purpose.

Capital Project Funding: Again in 2021, all capital improvement projects are budgeted and tracked in the Capital Project Fund. Funds remain in the CPF unless the Board approves a transfer back to the general fund. For 2021, 12 new projects have been identified; these projects total \$6.6 million. \$50,000 is estimated to be available within the CPF to help fund these projects from cancelled or completed projects. An additional \$1.7 million is expected to be available from various granting agencies leaving the net funding needed from the General Fund at \$4.9 million.

Significant projects include:

• Lake St. Clair – Accessible Launch	\$392,850
• Kensington – Farm Center Trail Reconstruction	150,000
• Dexter Huron – Picnic Area Development	385,500
• Lower Huron – Iron Belle Trail Project	716,700
• Lower Huron – Walnut Grove Campground Improvements	784,600
• Lower Huron – Off Leash Dog Area Development	330,800
• Stony Creek – Golf Course Pumphouse and Irrigation Replacement	1,000,000
• Stony Creek – Shelden Trail Redevelopment – Phase II	442,035
• Willow – Big Bend Area Shoreline Protection	501,593

Capital Expenditures: Capital equipment and land acquisition continue to be planned for and tracked within the general fund. The budget for capital equipment decreased moderately from the 2020 estimated expenditures by \$121,000 (5.4 percent).

Some of the more significant items planned to be purchased include:

• Mowers (22)	\$797,000
• Garbage Truck (2)	252,000
• Utility Vehicles (7)	191,000
• Police Vehicles (4)	143,000
• Pick Up Truck (5)	141,000
• Tractors (3)	138,000
• Beach Shifter	41,000

Major Maintenance: 2021 Major Maintenance budget includes 44 projects totaling \$3.2 million. This represents a significant increase from the work accomplished in 2020. Again in 2021, there are several projects that will be initiated and managed at the park level allowing staff to leverage our engineering staff resources. In addition, nearly half of the funds allocated to major maintenance are associated with six trail paving projects. While there are significant costs to these projects, they are comparatively simpler to accomplish. In developing the list, we have taken an aspirational approach that we feel is also realistically work that can be accomplished.

Significant projects included on the list are:

• Hudson Mills – Trail Improvements – South to Parking Lot	\$432,000
• Kensington – Trail Improvements – Martindale north to Shore Fishing	427,000
• Lake St. Clair – Trail Improvements – Park Entrance – Jefferson to NC	243,600
• Kensington – Trail Improvements – Maple to Possum Hollow	165,000
• Oakwoods – Trail Improvements – Connector to Chestnut	151,000
• Lake St. Clair – Boardwalk Decking Replacement	150,000
• Administrative Office – Windows	115,000
• Kensington – Dam Concrete Work	100,000

Park Operations: Guidance for the 2021 budget directed staff to base the 2021 budget not on prior budget targets or on 2020 estimates but on 2019 actual expenditures for hours, materials and services. Our goal is to continue to work toward a budget that is based on realistic expectations and while conservative does not overstate expenditures. The goal is to reduce “built in” budget variances so that actual variances are the result of an identifiable factor.

The chart below summarized park operating expenditure trends. For park operations nearly all variances are related to the response to the pandemic in 2020. Minor equipment is down primarily due to the fact that no Metroparks golf courses are scheduled for new golf carts in 2021. Operating supplies and utilities have increased in anticipation of aquatic and interpretive facilities opening in 2021.

PARK OPERATING EXPENDITURES				
	2020 Estimated Actual	2021 Proposed Budget	Increase (Decrease)	
Personnel Services				
Full-Time Wages	\$ 10,293,788	\$ 10,760,498	\$ 466,710	5%
Full-Time Fringes	7,172,394	7,675,297	502,903	7%
Part-Time Wages	6,659,851	8,395,632	1,735,781	26%
Part-Time Fringes	620,546	715,739	95,193	15%
Total Personnel Services	\$ 24,746,579	\$ 27,547,166	\$ 2,800,587	11%
Materials and Services				
Operating Supplies	1,495,424	1,674,376	178,952	12%
Fuel	350,159	460,554	110,395	32%
Insurance	559,672	537,460	(22,212)	-4%
Minor Equipment	1,106,797	681,476	(425,321)	-38%
Utilities	1,655,948	1,828,842	172,894	10%
Outside Service	2,260,490	2,445,503	185,013	8%
Other	1,107,873	1,447,626	339,753	31%
Total Materials and Services	8,536,363	9,075,837	539,474	6%
Total Park Operating Expenditures	\$ 33,282,942	\$ 36,623,003	\$ 3,340,061	10%

Administrative Office: The total administrative office is budgeted to increase by more than \$2 million or 23.2 percent from 2020 estimated actual. The 2021 budget of \$11.1 million is only a \$400,000 increase over the 2020 budget. As noted earlier the administrative office increase reflects both new initiatives as well as increased spending related to work that could not be accomplished in 2020 due to the pandemic or other reasons.

Notable new initiatives are:

• Riverfront Conservancy Project	\$300,000
• Five-Year-Plan Consultant	80,000
• Deputy Director/Chief of Finance Recruitment	85,000
• DEI Speaker Series/Speaker Bureau	125,000
• DEI Interdepartmental Support and Community Engagement	50,000
• DEI Assistant and Apprenticeship positions	38,000

Several projects that were budgeted for 2020 were cancelled due to the pandemic. Some of the more notable are:

• Marketing Winter & Summer Commercial Filming	\$145,000
• Summer Fun and Get Out and Learn	150,000
• Internship positions	55,000

The following chart summarized expenditures trends at the administrative office by account.

ADMINISTRATIVE OFFICE EXPENDITURES				
	2020 Estimated Actual	2021 Proposed Budget	Increase (Decrease)	
Personnel Services				
Full-Time Wages	\$ 4,020,699	\$ 4,267,113	\$ 246,414	6%
Full-Time Fringes	2,129,414	2,437,947	308,533	14%
Part-Time Wages	297,185	533,688	236,503	80%
Part-Time Fringes	160,996	255,288	94,292	59%
Total Personnel Services	\$ 6,608,294	\$ 7,494,036	\$ 885,742	13%
Materials and Services				
Operating Supplies	127,858	134,208	6,350	5%
Fuel	177,081	225,000	47,919	27%
Insurance	1,694	6,820	5,126	303%
Minor Equipment	20,451	47,250	26,799	131%
Utilities	16,264	14,000	(2,264)	-14%
Outside Service	121,190	108,924	(12,266)	-10%
Other	10,911,582	14,132,244	3,220,662	30%
Total Materials and Services	11,376,120	14,668,446	3,292,326	29%
Total Park Operating Expenditures	\$ 17,984,414	\$ 22,162,482	\$ 4,178,068	23%

2021 BUDGET RESOLUTION

MOVED BY: Commissioner
SUPPORTED BY: Commissioner
DATE: December 10, 2020

In accordance with the provisions of Public Act 621 of 1978, the Uniform Local Budgeting Act, Public Act 147 of 1939, the incorporation of the Huron-Clinton Metropolitan Authority and the bylaws of the Huron-Clinton Metropolitan Authority, the Board of Commissioners, after due deliberation with the Director and her staff, does hereby adopt the 2021 General Fund Budget.

BE IT RESOLVED: That the 2021 revenues for the Huron-Clinton Metropolitan Authority are detailed in the Revenue section of the Budget and are summarized as follows:

Property Tax Levy	\$34,189,544
Park Operating Revenues	20,360,307
State Sources	550,000
Interest Income	100,000
Sale of Capital Assets	100,000
Grants	48,816
Donation & Development Support	36,370
Miscellaneous	179,500
	<hr/>
	\$55,564,537
	<hr/>

AND BE IT RESOLVED: That the 2021 expenditures for the Huron-Clinton Metropolitan Authority are hereby appropriated on an overall category basis.

BE IT FURTHER RESOLVED: That all sections of the 2021 Huron-Clinton Metropolitan Authority Budget document be approved as submitted.

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

AYES: Commissioners

NAYS:

ABSENT:

I, Amy McMillan, the duly appointed and qualified Director of the Huron-Clinton Metropolitan Authority, do hereby certify that the foregoing resolution was adopted by the Board of Commissioners at the regular scheduled meeting held in Brighton, Michigan on December 10, 2020.

Amy McMillan/Director



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Receive – November General Fund Financial Statement Review
Date: December 4, 2020

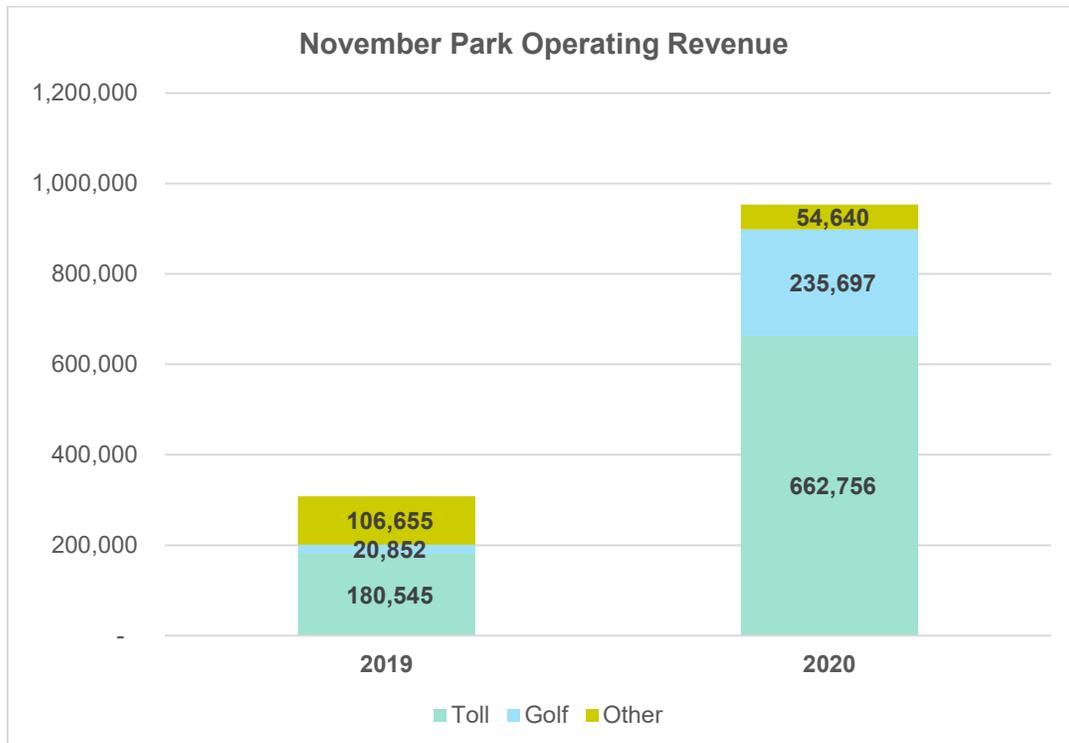
Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the August General Fund Financial Statement Review as recommended by Chief of Finance Rebecca Franchock and staff.

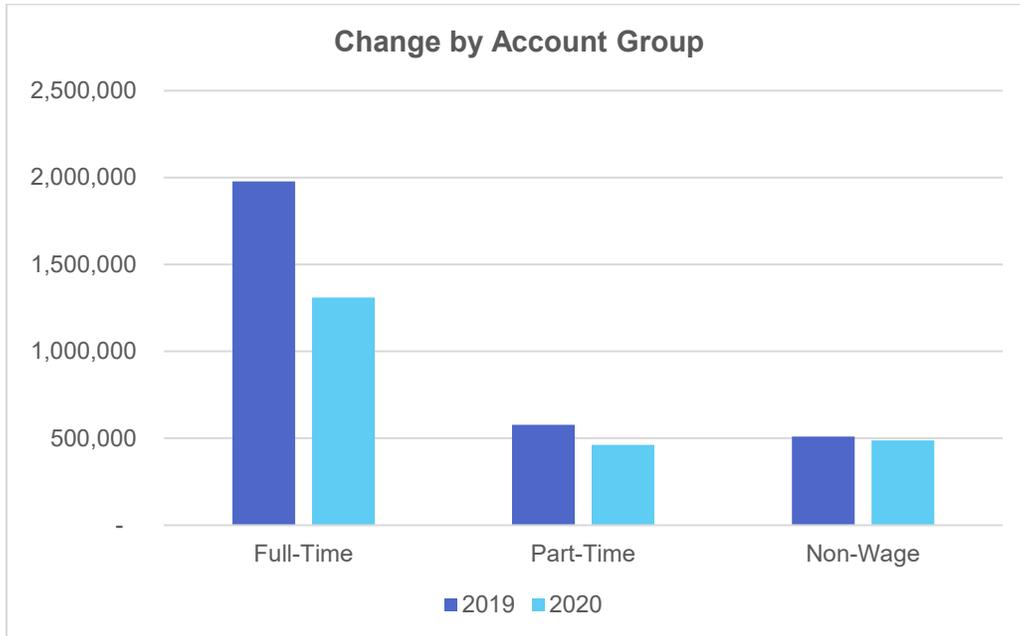
NOVEMBER PARK OPERATING REVENUE: One Thousand Percent! This November golf revenue generated over 1,000 percent more revenue than November 2019. An amazing increase under any circumstance. Toll revenue for the month nearly tripled the prior year. Overall, in what is normally a very slow month, the Metroparks produced \$953,000 in operating revenue, more than three times the \$308,000 earned in November 2019.

In addition to the pandemic, which has been driving the public to enjoy the relative safety of outdoor activities such as hiking, biking and golf, the weather in November included multiple record highs and more than 20 days with highs ranging from nearly 50 to 76 degrees. Average highs for the month range from 42 to 54 degrees.

The other significant variance in revenue this month was interpretive, which continues to lag due to constraints related to the pandemic. Interpretive revenue accounts for \$38,000 of the \$52,000 decline in all other revenue sources.



OCTOBER PARK OPERATING EXPENSE: Last month, staff noted that October 2020 included three payrolls versus October 2019, which covered two payrolls. For this reason, wage and benefit comparisons between the two months were skewed. This month the reverse occurred with the opposite results. Again, overall park expenditures were in line with previous years once the number of payrolls was considered. Since part-time staffing is naturally lower in November the variance is not as significant.



OCTOBER ADMINISTRATIVE OFFICE EXPENSE: Here the additional payroll also made direct month to month comparison challenging. As noted above wage and fringes reflect a decrease primarily due to a shift in the calendar between 2019 and 2020. Overall, non-wage accounts increased by 10 percent. Professional services pushed most of the grow, increasing \$30,000. This was offset by decreases in other non-wage accounts of \$10,000.

YEAR-TO-DATE: With just one month left in the fiscal year, 2020 year-to-date revenue is ahead of 2019 year-to-date revenue and 2020 year-to-date expenditures are below 2019. Currently revenues are outpacing expenses by \$10.3 million. Staff anticipates this will shrink due to the following factors before yearend:

- December expenditures normally outpace revenues by \$2.5 million
- We anticipate writing off tax revenue of \$250,000
- Potential additional Pension funding \$500,000 above budget amount

The original 2020 budget included a planned use of Fund Balance of \$2.7 million and everyone might wonder how we ended up in this very positive position. First, recognize that conservative budgeting tends to produce results where actual expense will fall below budget, even in normal times. However, for 2020 we must recognize that the pandemic both reduced our ability to spend funds in areas like aquatics, interpretive and other project areas and it also increased the public use of our parks driving tolling, golf revenue and boat rental revenue. These factors combined to put the Metroparks in a very strong financial position as we close out 2020.



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Report – Monthly Capital Project Fund
Date: December 4, 2020

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the Capital Project Fund report as submitted by Chief of Finance Rebecca Franchock and staff.

Background: In 2018, the Board of Commissioners approved the creation of a capital project fund. To improve the information provided on specific capital improvement projects Finance is working on developing a monthly performance report.

The following columns of data are provided by project:

- Life-To-Date Total Project Budget
- Year-To-Date Total Project Expenditures
- Life-To-Date Total Project Expenditures
- Current Project Encumbrances (Funds committed through the purchase order process)
- Balance (Life-To-Date Budget less Life-To-Date Expenditures and Current Encumbrances)

Project updates include:

- In total \$1.4 million was paid toward the completion of capital projects in November.
- Kensington's Maple Beach Universally Accessible Playground neared completion with approximately 5 percent of the contract remaining.
- Kensington's Maple Beach and Stony Creek's Baypoint Beach Site Improvements also had significant work completed and paid.
- Over \$500,000 of work on the Stony Creek Boat Launch Parking was completed and paid.

Attachment: November 2020 Capital Project Fund Update

**Capital Project Fund
Period Ending November 30, 2020**

Project Code	Project Description	GL Acct Number	Location	Category	Life to Date Budget	Year to Date Transactions	Life to Date Transactions	Life to Date Encumbrance	Balance	Project Status
50217.679	Nature Center Improvements-DNR Passport Grant Funded	80-5-102-880-88	Lake St Clair	Building	70,512.74	49,508.17	63,703.10	0.00	6,809.64	
50217.683	Pump Station No. 1 Replacement - SAW Grant	80-5-102-990-88	Lake St Clair	Other Improvements	433,875.12	(17,770.93)	355,704.22	45,087.90	33,083.00	
50219.688	Black Creek Marsh Wetland Filtration Enhancement	80-5-102-990-88	Lake St Clair	Other Improvements	253,000.00	0.00	0.00	0.00	253,000.00	
50220.692	Accessible Kayak Launch & Power Installation	80-5-102-990-88	Lake St Clair	Other Improvements	50,000.00	0.00	0.00	0.00	50,000.00	
50220.693	Backup Internet Fiber Installation	80-5-102-990-89	Lake St Clair	Infrastructure	40,000.00	0.00	0.00	30,815.05	9,184.95	
50220.694	Electrical Grid Replacement - Design in 2020	80-5-102-990-89	Lake St Clair	Infrastructure	800,000.00	0.00	0.00	0.00	800,000.00	
50220.696	Beach Restoration	80-5-102-538-88	Lake St Clair	Other Improvements	400,000.00	0.00	0.00	23,000.00	377,000.00	
50417.1107	Maple Beach Site Improvements	80-5-104-538-88	Kensington	Other Improvements	977,244.12	824,954.77	936,349.32	48,390.45	(7,495.65)	
50418.1113	Nature Center Exhibits	80-5-104-880-88	Kensington	Other Improvements	30,897.88	0.00	30,897.88	0.00	-	Complete
50420.1118	Maple Beach - Universal Accessible Playground	80-5-104-538-89	Kensington	Infrastructure	552,342.76	226,181.76	226,181.76	236,972.50	89,188.50	
50420.1119	Hike-Bike Trail Reconstruction	80-5-104-990-89	Kensington	Infrastructure	445,591.04	292,766.05	292,766.05	153,608.40	(783.41)	
50420.1120	West Boat Launch - Accessible Kayak Launch	80-5-104-990.88	Kensington	Other Improvements	312,305.85	4,305.85	4,305.85	0.00	308,000.00	
50519.126	Iron Belle Trailhead	80-5-108-990-82	Dexter-Delhi	Land Improvements	95,951.34	47,297.37	51,641.95	0.00	44,309.39	
50520.127	Delhi Relocating Border to Border Trail	80-5-108-990-89	Dexter-Delhi	Infrastructure	100,000.00	0.00	0.00	0.00	100,000.00	
50520.128	Relocating Concessionaire Canoe Livery Building	80-5-108-990-84	Dexter-Delhi	Building	86,304.94	16,408.44	16,408.44	0.00	69,896.50	
50619.491	North Fishing Site Redevelopment	80-5-106-990-88	Lower huron	Other Improvements	314,536.82	14,953.08	26,246.82	0.00	288,290.00	
50620.492	Bemis Road Entrance Fiber Connectivity	80-5-106-990-89	Lower huron	Infrastructure	0.00	0.00	0.00	0.00	-	
50620.493	Backup Internet Fiber Installation	80-5-106-990-89	Lower huron	Infrastructure	185,361.89	150,000.00	150,000.00	33,702.39	1,659.50	
50620.494	Hike-Bike Trail Reconstruction	80-5-106-990-89	Lower huron	Infrastructure	332,793.37	310,452.98	310,452.98	0.00	22,340.39	
50820.216	Hike-Bike Trail Reconstruction	80-5-108-990-89	Hudson Mills	Infrastructure	291,910.57	293,992.98	293,992.98	0.00	(2,082.41)	
50820.217	Backup Internet Fiber Installation	80-5-108-990-89	Hudson Mills	Infrastructure	7,993.60	0.00	0.00	0.00	7,993.60	
50820.218	Rapids View area Development	80-5-108-990-89	Hudson Mills	Infrastructure	453,800.00	0.00	0.00	0.00	453,800.00	
50820.219	Toll Booth Removal and Replacement	80-5-108-590-84	Hudson Mills	Building	80,000.00	0.00	0.00	12,346.00	67,654.00	
50917.542	Baypoint Beach Site Improvements	80-5-109-538-88	Stony Creek	Other Improvements	1,236,422.32	879,834.11	981,735.94	262,956.38	(8,270.00)	
50918.548	Shelden Trails Redevelopment	80-5-109-990-89	Stony Creek	Infrastructure	392,180.66	158,404.94	207,339.52	186,061.64	(1,220.50)	
50920.553	Boat Launch Parking Lot Reconstruction	80-5-109-540-88	Stony Creek	Other Improvements	1,323,476.08	667,965.87	679,692.75	534,499.34	109,283.99	
50920.554	Boat Launch Building Redevelopment	80-5-109-540-84	Stony Creek	Building	1,585,745.89	53,883.29	58,019.89	42,616.50	1,485,109.50	
50920.555	Development of Off Leash Dog Area	80-5-109-990-82	Stony Creek	Land Improvements	138,566.27	66.27	66.27	0.00	138,500.00	
50920.556	Backup Internet Fiber Installation	80-5-109-990-89	Stony Creek	Infrastructure	80,000.00	0.00	0.00	70,406.95	9,593.05	
50920.557	Shore Fishing Replace Vault Latrine	80-5-109-990-84	Stony Creek	Building	72,361.44	59,508.74	59,508.74	9,851.00	3,001.70	
50920.558	26 Mile Rd. Connector - Bike Path	80-5-109-990-89	Stony Creek	Infrastructure	10,293.20	10,293.20	10,293.20	0.00	-	
51017.311	Park Office Replacement	80-5-106-990-84	Willow	Building	2,372,750.26	71,869.41	171,979.76	0.00	2,200,770.50	
51017.313	Service Yard Stormwater Improvements - SAW Grant	80-5-106-990-89	Willow	Infrastructure	124,964.73	5,671.82	92,038.44	0.00	32,926.29	Complete
51019.314	Golf Course Culvert Replacement	80-5-106-650-89	Willow	Infrastructure	210,190.42	214,760.87	221,505.82	0.00	(11,315.40)	
51020.315	Main Park Road Culvert Replacements near Acorn Knoll	80-5-106-990-89	Willow	Infrastructure	40,000.00	0.00	0.00	0.00	40,000.00	
51020.316	AO and Existing Maintenance Building - Gas Service Line	80-5-106-990-89	Willow	Infrastructure	200,861.51	861.51	861.51	0.00	200,000.00	
51020.317	Backup Internet Fiber Installation	80-5-106-990-89	Willow	Infrastructure	0.00	0.00	0.00	0.00	-	
51118.110	Nature Center Exhibit Design & lighting/electrical	80-5-106-880-88	Oakwoods	Other Improvements	603,900.00	375,876.02	533,393.02	0.00	70,506.98	
51119.111	Flat Rock Dam Boom Installation	80-5-106-990-88	Oakwoods	Other Improvements	30,830.83	14,849.90	18,036.83	0.00	12,794.00	
51120.113	Backup Internet Fiber Installation	80-5-106-990-89	Oakwoods	Infrastructure	0.00	0.00	0.00	0.00	-	
51120.114	Accessible Nature Trail Development	80-5-106-880-89	Oakwoods	Infrastructure	248,000.00	0.00	0.00	0.00	248,000.00	
51218.239	Shoreline and Fish Habitat Restoration	80-5-112-990-88	Lake Erie	Other Improvements	1,615,909.71	76,543.44	110,888.38	79,742.15	1,425,279.18	
51220.240	Boat Launch Fish Cleaning Station	80-5-112-990-88	Lake Erie	Other Improvements	45,000.00	0.00	0.00	0.00	45,000.00	
51220.241	Accessible Kayak Launch with Area Development	80-5-112-990-88	Lake Erie	Other Improvements	245,132.54	132.54	132.54	0.00	245,000.00	
51319.139	Mill Building Stabilization and Repairs	80-5-113-880-84	Wolcott	Building	100,000.00	38,944.36	56,216.36	0.00	43,783.64	
51319.140	Generator Hookup at Farm	80-5-113-881-89	Wolcott	Infrastructure	20,000.00	0.00	0.00	5,073.64	14,926.36	
51320.142	Phase Two - Animal Pen Fencing Replacement	80-5-113-881-88	Wolcott	Other Improvements	31,689.87	1,689.87	1,689.87	0.00	30,000.00	
51320.144	Farm to Mill Trail Connector	80-5-113-881-89	Wolcott	Infrastructure	1,000,957.51	957.51	957.51	0.00	1,000,000.00	
51520.159	Backup Internet Fiber Installation	80-5-115-990-89	Indian Springs	Infrastructure	7,757.78	0.00	0.00	0.00	7,757.78	
51620.093	Backup Internet Fiber Installation	80-5-116-990-89	Huron Meadows	Infrastructure	0.00	0.00	0.00	0.00	-	
Grants	50217.679R - Nature Center Building Improvement		Lake St Clair		(45,000.00)	0.00	0.00	0.00	(45,000.00)	
Grants	50219.688R - Black Creek Marsh Wetland Filtration Grant		Lake St Clair		(160,000.00)	0.00	0.00	0.00	(160,000.00)	
Grants	50420.1120R - Accessible Kayak Launch Grant		Kensington		(154,000.00)	0.00	0.00	0.00	(154,000.00)	
Grants	50520.128R - Relocate Concessionaire Building		Delhi		(5,000.00)	0.00	0.00	0.00	(5,000.00)	

**Capital Project Fund
Period Ending November 30, 2020**

Project Code	Project Description	GL Acct Number	Location	Category	Life to Date Budget	Year to Date Transactions	Life to Date Transactions	Life to Date Encumbrance	Balance	Project Status
Grants	50519.126R - Iron Belle Trailhead		Dexter-Huron		(38,742.00)	0.00	0.00	0.00	(38,742.00)	
Grants	50619.491R - North Fishing Site Accessibility Grant		Lower Huron		(144,400.00)	0.00	0.00	0.00	(144,400.00)	
Grants	50820.218R - Rapids View Area Development Grant		Hudson Mills		(226,900.00)	0.00	0.00	0.00	(226,900.00)	
Donations	50918.548R - Shelden Trail		Stony Creek		(110,582.00)	0.00	0.00	0.00	(110,582.00)	
Grants	50920.555R - Off Leash Dog Area Grant		Stony Creek		(50,000.00)	0.00	0.00	0.00	(50,000.00)	
Grants	51017.313R - Service Yard Stormwater Improvements-SAW		Willow		(55,759.94)	0.00	0.00	0.00	(55,759.94)	
Grants	51120.114R - Accessible Nature Trail Development Grant		Oakwoods		(124,000.00)	0.00	0.00	0.00	(124,000.00)	
Grants	51218.239R - Coastal Marsh Habitat & Trail Development		Lake Erie		(1,478,039.38)	0.00	0.00	0.00	(1,478,039.38)	
Grants	51220.241R - Kayak Launch Area Development Grant		Lake Erie		(122,500.00)	0.00	0.00	0.00	(122,500.00)	
					\$ 15,336,264.74	\$ 4,842,597.21	\$ 5,963,007.70	\$ 1,775,130.29	\$ 7,598,351.75	



To: Board of Commissioners
From: Rebecca Franchock, Chief of Finance
Subject: Approval – 2020 Designation of Fund Balance
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners approve the Fund Balance Commitments and Assignments for 2020 in accordance with Governmental Accounting Standards Board Statement No. 54 as recommended by Chief of Finance Rebecca Franchock and staff.

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

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

The following are estimated amounts recommended for the 2020 designation of Restricted, Committed and Assigned Fund Balance as required under GASB 54.

Restricted Fund Balance:

- Lake St. Clair Marina (grant requirement) \$420,000
- Hudson Mills Canoe Livery (contract requirement) 24,800

Committed Fund Balance:

- Land 5,493,000

Assigned Fund Balance:

- River Front Conservancy Project 5,700,000
- Rate Stabilization Fund 894,000
- Planned Use of Fund Balance 2,492,000
- Compensated Absences (sick and vacation) 3,905,000
- Encumbrances 500,000



To: Board of Commissioners
 From: Beki Franchock, Chief of Finance
 Subject: Approval – 2019 Tax Levy Adjustments
 Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners (1) approve the 2019 Tax Levy Adjustments to decrease the current year receivable balance; and (2) write-off 2014 Delinquent Personal Property tax receivable balances as requested by Chief of Finance Rebecca Franchock and staff.

Fiscal Impact: As a result of this review the tax levy receivable and associated budgeted revenue will be decreased. The net fiscal impact is an expected decrease in fund balance of \$227,642.04.

Background: At the start of each budget year, the Metroparks establishes a receivable account for the current year's tax levy. Since 2008, the Metroparks has been estimating the amount of taxes that will be captured locally under various tax abatement programs or adjusted downward by Board of Reviews. For the 2020 Budget, Metroparks initial levy was \$34,639,553 with estimated captured taxes of \$750,000 producing a "net" tax receivable balance of \$33,889,553. As tax payments are received during the year, they are applied to reduce the tax receivable balance.

Prior to year end, it is necessary to reconcile the differences between the Metroparks and county accounting records. During the past several months, staff has been working with various representatives of the five county treasurer's offices to obtain information on the many 2019 tax levy adjustments from local tax abatement programs, Board of Reviews, Tax Tribunals, etc. In total, the actual tax levy adjustments reported by county treasurer's offices are \$1,002,642.04 compared to Metroparks estimated adjustments of \$750,000. This results in a net tax levy receivable decrease or write-down of \$227,642.04 as summarized below.

<u>County</u>	<u>Estimated Tax Adjustments</u>	<u>Actual Tax Adjustments</u>	<u>Net Tax Write Up/(Down)</u>
Livingston	\$ 30,000.00	\$ 23,683.62	\$ 6,316.38
Macomb	25,000.00	33,897.43	(8,897.43)
Oakland	300,000.00	338,828.91	(38,828.91)
Washtenaw	70,000.00	103,441.26	(33,441.26)
Wayne	350,000.00	502,790.82	(152,790.82)
Totals	<u>\$ 775,000.00</u>	<u>\$ 1,002,642.04</u>	<u>\$ (227,642.04)</u>

At this time, it is appropriate to reduce the Metroparks tax receivable balances for uncollected delinquent 2014 personal property taxes as collection of these taxes are very unlikely. Macomb and Oakland Counties have sent Circuit Court judgements striking these taxes from the tax rolls. Although staff does not receive copies of circuit court judgements from Livingston, Washtenaw, or Wayne Counties, it is consistent to also write off their 2014 receivable balances as well. The total tax receivable balances to write-off for all five counties is \$4,440.30.

Between the 2019 tax levy adjustment due to the current year reconciliations and the write off of the 2014 and the prior year's personal delinquent balances, the net decrease to the Metroparks tax receivable balance totals \$232,082.34. The net impact of these tax levy adjustments is a decrease to the Metroparks Fund Balance.



To: Board of Commissioners
From: Rebecca L. Franchock, Chief of Finance
Subject: Approval – Pension Plan Restatement
Date: December 4, 2020

Action Requested: Motion to Approve Recommendation

That the Board of Commissioners approve the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the Plan) as amended and restated effective Jan. 1, 2021 at the December Board meeting.

Fiscal Impact: There is no fiscal impact.

Background: The Pension Committee reviewed the document at their November meeting and approved recommending approval to the full Board.

Periodically it is sensible to have the Plan reviewed by corporate counsel. This work was recently completed by Samantha Kopacz of Miller Canfield. Attached are both a clean copy as well as a red-line version highlighting changes to the document. The changes include any applicable guidance from the IRS provided in their listing of required modifications as well as any needed clean-up or improvement in language deemed necessary.

This document has also been reviewed by Laura Frankowiak and Mark Buis of Gabriel Roeder, the Metroparks actuary and they are satisfied with the document as presented.

**Attachments: Clean copy of Amended and Restated Pension Plan
Red-line copy of Amended and Restated Pension Plan**

**HURON-CLINTON
METROPOLITAN AUTHORITY
EMPLOYEES' RETIREMENT PLAN
AND TRUST AGREEMENT**

AS AMENDED AND RESTATED
EFFECTIVE JANUARY 1, 2021

ARTICLE 1 -	DEFINITIONS	1
ARTICLE 2 -	PARTICIPATION	8
2.1	ELIGIBILITY REQUIREMENTS	8
2.2	SERVICE	8
2.3	BREAK IN SERVICE AND SERVICE TERMINATION	8
2.4	REINSTATEMENT OF SERVICE.....	8
ARTICLE 3 -	BENEFITS	9
3.1	NORMAL FORM – LIFE ONLY	9
3.2	OPTIONAL MODES OF PAYMENT	9
3.3	CREDITED DEFERRED RETIREMENT	10
3.4	EARLY RETIREMENT	11
3.5	DEFERRED RETIREMENT BENEFITS	13
3.6	DISABILITY RETIREMENT	13
3.7	COORDINATION OF BENEFITS	13
3.8	DEATH PRIOR TO RETIREMENT	14
3.9	MAXIMUM RETIREMENT BENEFITS	15
3.10	REQUIRED DISTRIBUTIONS	24
3.11	RETIREE INCREASES	24
ARTICLE 4 -	CONTRIBUTIONS	27
4.1	PARTICIPANT’S CONTRIBUTIONS	27
4.2	AUTHORITY’S CONTRIBUTIONS	27
4.3	IRREVOCABILITY	27
ARTICLE 5 -	PAYMENT OF BENEFITS	29
5.1	APPLICATION	29
5.2	CASH OUTS	29
5.3	DIRECT ROLLOVERS.....	29
ARTICLE 6 -	VESTED BENEFITS	32
6.1	PARTICIPANT’S RIGHTS ON TERMINATION OF EMPLOYMENT	32
6.2	VESTED BENEFIT	32
6.3	DISPOSITION OF VESTED BENEFIT	32

6.4	DISPOSITION OF FORFEITURES	33
ARTICLE 7 -	LEAVE OF ABSENCE.....	34
7.1	SICKNESS OR ACCIDENT	34
7.2	MILITARY OR GOVERNMENT SERVICE.....	34
7.3	LEAVE OF ABSENCE WITHOUT PAY	35
ARTICLE 8 -	PROVISIONS RELATING TO PENSION COMMITTEE.....	36
8.1	MEMBERSHIP OF PENSION COMMITTEE.....	36
8.2	ADMINISTRATION OF PENSION COMMITTEE AFFAIRS.....	36
8.3	POWERS AND DUTIES OF PENSION COMMITTEE.....	37
8.4	AUTHORITY OF THE PENSION COMMITTEE.....	38
8.5	DISCRETIONARY AUTHORITY	38
8.6	ACTION OF THE PENSION COMMITTEE.....	38
8.7	CLAIMS REVIEW PROCEDURE	39
8.8	EXHAUSTION OF REMEDIES.....	40
8.9	ELIGIBLE DOMESTIC RELATIONS ORDERS.....	40
8.10	ACTIONS BINDING	40
ARTICLE 9 -	PROVISIONS RELATING TO TRUSTEE.....	41
9.1	POWERS AND DUTIES OF TRUSTEE.....	41
9.2	WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE.....	42
ARTICLE 10 -	GENERAL PROVISIONS.....	44
10.1	NON-ALIENATION OF BENEFITS	44
10.2	RIGHTS TO EMPLOYMENT	44
ARTICLE 11 -	RIGHT TO AMEND OR DISCONTINUE PLAN	45
11.1	DISCONTINUANCE OF PLAN.....	45
11.2	AMENDMENT OF PLAN.....	45
ARTICLE 12 -	PROVISIONS ON DISCONTINUANCE OF PLAN	46
12.1	TERMINATION.....	46
12.2	ALLOCATION OF ASSETS	46
12.3	RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF THE PLAN	47
ARTICLE 13 -	MISCELLANEOUS PROVISIONS	48

ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES 49

14.1 COVERAGE OF SEASONAL EMPLOYEES 49

14.2 DEFINITIONS FOR SEASONAL EMPLOYEES 49

14.3 ELIGIBILITY REQUIREMENT 49

14.4 NORMAL FORM – LIFE ONLY 49

14.5 VESTING SCHEDULE..... 49

14.6 BENEFIT FORMULA..... 49

14.7 DISABILITY RETIREMENT..... 49

**TWENTY-EIGHTH RESTATEMENT OF THE
HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT
PLAN AND TRUST AGREEMENT**

PREAMBLE

WHEREAS, Huron-Clinton Metropolitan Authority (the "Authority"), a public corporation organized and existing under the laws of the State of Michigan, adopted a retirement plan intended to be "tax-qualified" as that term is used in the Code, for the benefit of its eligible employees, effective October 1, 1952, and now known as the Huron-Clinton Metropolitan Authority Employees' Retirement Plan (the "Plan"); and

WHEREAS, effective October 1, 1952, the Authority entered into a certain pension trust agreement by which was created the Huron-Clinton Metropolitan Authority Employees' Retirement and Insurance Plan; and

WHEREAS, by separate resolution, DAVID L. WAHL, then Controller of the Authority, was acting as Trustee of the Plan until his retirement from the Authority; and

WHEREAS, Rebecca Franchock is currently acting as Trustee of the Plan; and

WHEREAS, the Authority reserved the right to amend the agreement as it deemed advisable as provided and under conditions prescribed therein and as subsequently amended by the Nineteenth (Restatement), Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third, Twenty-Fourth, Twenty-Fifth, Twenty-Sixth (Restatement), and Twenty-Seventh (Restatement) Amendments thereto; and

WHEREAS, the Plan was most recently restated with the Twenty-Seventh (Restatement) Amendment thereto and has been amended one (1) time subsequent to the adoption thereof; and

WHEREAS, the Authority has determined it is necessary to restate the Plan in its entirety; and

WHEREAS, the Authority has previously restricted participation in the Plan to employees hired before January 1, 2013 (and January 1, 2014 for certain seasonal employees); and

WHEREAS, Section 11.2 of the Twenty-Seventh (Restatement) Amendment grants the Authority the power to amend and restate the Plan in its entirety, in the manner and to the extent hereinafter set forth, and the Trustee is amenable to such amendment and restatement.

THIS AGREEMENT, as to the amendment and restatement of the Plan will not affect such prior pension trust agreement provisions except as specifically stated herein.

THIS AGREEMENT shall not nor does it affect the rights and benefits of any former Employee who retired, died, or otherwise terminated employment with the Authority before January 1, 2021, except as specifically stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Authority hereby amends and restates the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement effective as of January 1, 2021 (except as otherwise noted) in the following manner:

ARTICLE 1 -DEFINITIONS

As used in the Plan, the following words, terms, and phrases will have the meanings defined below unless a different meaning is plainly required by the context:

1.1 ACTUARIAL EQUIVALENT means the equivalence in the present value of various forms of payment. Present value will be determined by the Plan's actuary based upon the mortality tables and interest rates established from time to time by the Trustee. For purposes of determining the actuarial equivalence of benefits for all options specified in the Plan except the single-sum payment, the actuary for the Plan shall use a 6.75% interest rate and the RP-2014 General, Healthy, Retiree, Male and Female tables projected to 2020 using the MP-2015 improvement scale. The unisex blend shall be 80% male and 20% female. In the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on the Pension Benefit Guaranty Corporation interest rate for Normal Retirement Benefits published approximately thirty (30) days prior to the payment of the benefit. Effective for the Park Superintendent/Department Head and Police Officers Association of Michigan Park Rangers Units as of February 10, 1994, in the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Supervisory and Professional Units as of March 10, 1994, in the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Non-Supervisory Units as of July 14, 1994, in the case of a permitted single-sum payment, the Unisex Pension 1984 Table will be used based on an interest rate of 8%. Effective for the Seasonal Employees as of January 1, 1994 and ending December 31, 2013, in the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%.

1.2 ACTUARIAL GAIN means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

1.3 ANNIVERSARY DATE means (a) October 1 for Plan Years beginning before January 1, 2014; and (b) January 1 for Plan Years beginning after September 30, 2014.

1.4 ANNUITANT means any Participant retired and receiving retirement income benefits under the Plan.

1.5 AUTHORITY means Huron-Clinton Metropolitan Authority, a public corporation organized and existing under the laws of the State of Michigan.

1.6 BENEFICIARY means any person or persons designated in writing by a Participant to receive any benefits which may be payable under the Plan upon or after the Participant's death.

1.7 BOARD OF COMMISSIONERS means the board of commissioners of the Authority, as constituted from time to time.

1.8 BREAK IN SERVICE has the meaning set forth in Section 2.3.

1.9 CODE means the Internal Revenue Code of 1986, as amended.

1.10 COMMITTEE means the pension committee which will direct the general administration of the Plan in accordance with the provisions hereof and as further described in Article 8.

1.11 COMPENSATION RATE means an Employee's regular or basic rate of pay (e.g., hourly, daily, weekly, monthly, or annual, including any amounts deferred) on the August 1 next preceding the Effective Date and on the August 1 next preceding each Anniversary Date thereafter and will be exclusive of bonuses, overtime pay, or other extra compensation of any kind. Except as provided elsewhere in this Plan, compensation shall include only that which is actually paid to the Participant during the determination period. The determination period is the Plan Year.

For years beginning on or after January 1, 1989, and before January 1, 1994, the annual compensation of each Participant taken into account for determining all benefits provided under the Plan for any Plan Year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code §415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning with or within such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990.

For years beginning on or after January 1, 1994, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with Code §401(a)(17)(B).

For Plan Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination period shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year.

If a determination period consists of fewer than twelve (12) months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12).

If compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior

determination period is subject to the applicable annual compensation limit in effect for that prior period.

In addition to other application limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1996, the annual compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Board of Commissioners for increases in the cost of living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12). For Plan Years beginning on or after January 1, 1996, any reference in this Plan to the limitation under Code §401(a)(17) shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for that prior determination period is subject to the applicable annual compensation limit in effect for that period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1996, the OBRA '93 annual compensation limit is \$150,000.

Unless otherwise provided under the Plan, each Code §401(a)(17) Participant's accrued benefit under this Plan will be the greater of the accrued benefit determined for the Participant under (a) or (b) below:

(a) the Participant's accrued benefit determination with respect to the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's total years of Service taken into account under the Plan for the purposes of benefits accruals, or

(b) the sum of:

(i) the Participant's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1996, frozen in accordance with Treasury Regulations §1.401(a)(4)-13, and

(ii) the Participant's accrued benefit determined under the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's years of service credited to the Employee for Plan Years beginning on or after January 1, 1996, for purposes of benefits accruals.

A Code §401(a)(17) Participant means a Participant whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1996, is based on compensation for a year beginning on or after January 1, 1996, that does not exceed \$150,000.

For limitation years beginning after December 31, 1997, compensation paid or made available during such limitation year shall include amounts that would otherwise be included in compensation but for an election under Code §125(a) and/or Code §457(b). For limitation years beginning after December 31, 2000, compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code §132(f)(4).

1.12 DISABILITY RETIREMENT means retirement which occurs when a Participant is approved for disability benefits as determined by the Social Security Administration and has provided the Plan Administrator with a copy of his disability declaration letter from said Social Security Administration.

1.13 DISABILITY RETIREMENT BENEFIT means the Disability Retirement benefit described in Section 3.6.

1.14 DISABILITY RETIREMENT DATE means the first day of the month next following the date on which a Disability Retirement occurs.

1.15 EARLY RETIREMENT means retirement which occurs when a Participant terminates employment with the Authority subsequent to his fifty-fifth (55th) birthday (but prior to his Normal Retirement Date) and after having completed ten (10) or more years of Service.

1.16 EARLY RETIREMENT BENEFIT means the Early Retirement benefit described in Section 3.4.

1.17 EARLY RETIREMENT DATE means the first day of the month next following the date on which an Early Retirement occurs.

1.18 EFFECTIVE DATE of this Plan means October 1, 1952. The Plan has been amended and restated several times since then. Except as otherwise provided, this Restatement is effective January 1, 2021.

1.19 EMPLOYEE means any person employed and classified by the Authority as a Full-Time Employee who was hired and started employment with the Authority (or any other employer required to be aggregated with the Authority under Code §§414(b), (c), (m), or (o)) before January 1, 2013 or a part-time Seasonal Employee hired before January 1, 2014. “Full-Time Employees” are those employees regularly scheduled to work at least 40 hours in any one calendar week. Retired employees, provisional employees (that is, persons employed and compensated for not more than 1500 hours in a calendar year and received no benefits), persons employed on a retainer or fee basis, and persons on the Board of Commissioners who are not regular Full-Time Employees shall not be included within the meaning of “Employee.” For

these purposes, an Employee is an individual whom the Authority exercises control over the hiring, firing, discipline, and promotion of, as well as controls when, where, and how the worker performs his job. In the event an individual whom the Authority has classified as an independent contractor is subsequently determined, by a court of competent jurisdiction, to be a common law employee, such determination shall be effective for the purposes of this Plan only as of the first day of the first Plan Year after such determination. The term "Employee" shall also include any full-time Leased Employee deemed to be an employee of the Authority (or any other employer required to be aggregated with the Authority under Code §§414(b), (c), (m), or (o)) as provided in Code §§414(n) or (o).

1.20 ESTIMATED SOCIAL SECURITY BENEFIT means an estimate of the annual primary Social Security benefit to which an Employee would be entitled as of attainment of age sixty-two (62) based on the assumptions that:

(a) The Employee has been continuously covered under the Social Security Act since the later of 1951 or the Employee's twenty-first (21st) birthday.

(b) The Employee's compensation for the calendar year preceding his date of termination of employment was equal to his annualized Compensation Rate for such year.

(c) For each calendar year prior to each year in (b), such compensation shall be assumed to have changed in proportion to the national average wage determined by the Social Security Administration for a particular year. An estimate of such wage shall be made only for years for which a national average wage has not been determined.

(d) The Employee shall be deemed to have received no remuneration for Social Security purposes subsequent to the December 31 coincident with or immediately preceding the date of termination of employment.

The aforesaid estimate shall be based upon the Social Security Act in effect on the January 1 coincident with or immediately preceding termination of employment.

1.21 FINAL AVERAGE EARNINGS means the average of Monthly Compensation paid in the five (5) consecutive years during the last ten (10) years preceding retirement which will produce the highest benefit for the Participant. If a Participant has less than five (5) consecutive years of Plan participation, then Final Average Earnings means the Compensation Rate paid for the actual years of participation, provided further that the Compensation Rate in any year in which the Participant has a Break in Service will be disregarded and the Compensation Rate paid in the years immediately before and after the Break(s) in Service, as the case may be, will be used as consecutive years as though the Break in Service did not occur.

1.22 HIGHLY COMPENSATED EMPLOYEE means any Employee who (1) was a 5-percent owner at any time during the year or the preceding year, or (2), for the preceding year, had compensation from the Authority in excess of \$80,000 and was in the top-paid group for the preceding year (as further explained below). The \$80,000 amount shall be adjusted at the same time and in the same manner as under Code §415(d), except that the base period shall be the

calendar quarter ending September 30, 1996. For this purpose the applicable year of the Plan for which a determination is being made is called a determination year, and the preceding 12-month period is called a look-back year. The determination of whether a former Employee is a highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with §1.414(q)-1T, A-4 of the temporary Treasury Regulations and Notice 97-45. In determining who is a Highly Compensated Employee, the Authority makes a top paid group election for a determination year. The effect of this election is that an Employee (who is not a 5-percent owner at any time during the determination year or the look-back year) with compensation in excess of \$80,000 (as adjusted) for the look-back year is a Highly Compensated Employee only if the Employee was in the top-paid group for the look-back year. In determining who is a Highly Compensated Employee, the Authority makes a calendar year data election for a determination year. The effect of this election is that the look-back year is the calendar year beginning with or within the look-back year. This election shall not be used to determine whether Employees are highly compensated employees on account of being 5-percent owners.

1.23 LEASED EMPLOYEE means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. A Leased Employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code §415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee’s gross income under Code §§125, 402(e)(3), 402(h)(1)(B) or 403(b), (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20 percent of the recipient’s nonhighly compensated workforce.

1.24 MONTHLY COMPENSATION will be determined as follows:

(a) For each Employee paid on an hourly basis, 173.333 multiplied by his hourly Compensation Rate.

(b) For each Employee paid on a bi-weekly basis, 2.167 multiplied by his bi-weekly Compensation Rate.

(c) For each Employee paid on an annual basis, .083 multiplied by his annual Compensation Rate.

1.25 NORMAL RETIREMENT means retirement which occurs when a Participant terminates employment with the Authority upon obtaining the Normal Retirement Age.

1.26 NORMAL RETIREMENT AGE means a Participant's 65th birthday.

1.27 NORMAL RETIREMENT BENEFIT means the Normal Retirement benefit described in Section 3.1.

1.28 NORMAL RETIREMENT DATE means the first day of the month coincident with or next following the Normal Retirement Age.

1.29 PARTICIPANT means an Employee who has joined the Plan as provided in Article 2 prior to January 1, 2013, or, if applicable as to Seasonal Employees hired before January 1, 2014, as described in Article 14.

1.30 PLAN ADMINISTRATOR means the Authority.

1.31 PLAN YEAR means the twelve (12) consecutive month period ending December 31 (commencing January 1, 2015), after a short Plan Year beginning on October 1, 2014 and ending on December 31, 2014. Prior to the 2014 plan year, the plan year commenced on October 1 and ended on the next following September 30. The limitation year is the Plan Year.

1.32 PLAN means this Huron-Clinton Metropolitan Authority Employees' Retirement Plan, as amended from time to time.

1.33 SEASONAL EMPLOYEE has the meaning set forth in Article 14.

1.34 SERVICE means any period of full-time employment by the Authority as an Employee as shown by the records of the Authority and as defined in Article 2 or, if applicable, Service as defined in Article 14.

1.35 SOCIAL SECURITY RETIREMENT AGE means the age used as the retirement age for an Employee under §216(l) of the Social Security Act.

1.36 TRUSTEE means the Trustee named herein, and any duly appointed successor Trustee.

Masculine gender will include the feminine, and wherever appropriate, the singular will include the plural or the plural may be read as the singular.

It is noted that certain technical terminology is used throughout this document to comply with various regulatory requirements in order to maintain the Plan's tax qualified status. As specified in Article 8, the Committee will construe the terms of this document, including disputed or doubtful terms, even if there is a judicial determination that a previous interpretation of the same Plan terms were arbitrary or capricious.

ARTICLE 2 - PARTICIPATION

2.1 ELIGIBILITY REQUIREMENTS. Each Employee will be eligible to become a Participant on the first Anniversary Date on which he meets the following requirements:

- (a) He has attained his 21st birthday, and
- (b) He has completed at least one (1) year of Service.

2.2 SERVICE.

(a) Except as may be adjusted by reason of Section 2.4, “Service Commencement Date” is the Employee’s most recent full-time employment date by the Authority.

(b) “Service Termination Date” is the date on which the Employee’s continuous Service with the Authority is broken by reason of termination of employment with the Authority, death, loss of re-employment rights following a military leave of absence, or the date on which an Employee retires.

(c) Service is the amount of full-time employment, computed to the nearest month with paid employment for at least one hour in a month equaling one month, between the Service Commencement Date and the Service Termination Date.

2.3 BREAK IN SERVICE AND SERVICE TERMINATION. A “Break in Service” will occur when an Employee terminates his employment with the Authority and is re-employed within twelve (12) months of the Service Termination Date. Service will not be recognized with respect to the period during which Employee was not employed by the Authority. Employees that incur a Break in Service are eligible to receive benefits under this Plan. A “Service Termination” will occur when an Employee terminates his employment with the Authority and is not re-employed within twelve (12) months of his Service Termination Date.

2.4 REINSTATEMENT OF SERVICE. A “Reinstatement of Service” occurs when an Employee that has terminated his employment with the Authority is then re-employed twelve (12) months after his Service Termination Date. An Employee that is reinstated twelve (12) months after his Service Termination Date is eligible for the Authority’s defined contribution retirement plan only as of the date of such rehire.

ARTICLE 3 - BENEFITS

3.1 NORMAL FORM – LIFE ONLY. The normal form of benefit at retirement will be a monthly life annuity payable to the Participant commencing on his Normal Retirement Date or any other retirement date, and terminating with the last payment preceding his death. The normal form of benefit will not be expressed in the form of a joint and survivor annuity. A Participant may elect, in lieu of the Normal Retirement benefit, any optional mode of payment as specified in Section 3.2.

The retirement benefit on the normal form to which each Participant may become entitled under the Plan will be determined in accordance with the following formula, to a maximum of 71% of Final Average Earnings as applicable: 2.0% of Final Average Earnings for each year of Service or a fraction thereof at retirement.

Benefits computed under the foregoing formula will be subject to a minimum of \$279.41 per month on the normal form, but if the Participant will have completed less than 25 years of Service at retirement, then such benefit will be subject to a reduction of 1/25 for each year of Service, or fraction thereof, less than 25 at retirement. Benefits will be paid only at Normal Retirement Age, or on death, disability, termination of employment, Plan termination, or attainment of age 62.

All benefit calculations of each option available to the Employee under this Plan will be computed by an actuarial consultant selected and under contract with the Authority as selected by the Committee. The terms of any annuity contract purchased and distributed by the Plan to a Participant or spouse shall comply with the requirements of this Plan. Any annuity contract distributed herefrom must be nontransferable.

3.2 OPTIONAL MODES OF PAYMENT.

(a) *Joint Annuity Option.* A married Participant will have the option to convert the normal form of retirement (life only) into a reduced retirement benefit for himself, with the provision that 100% or 50% of such reduced retirement benefit, according to his election, will be continued to his spouse, if such spouse is living at the time of death of the retired Participant. "Spouse" means the Participant's spouse at the time of retirement. The 100% Joint Annuity Option may be elected with 120 monthly payments guaranteed. Effective January 1, 1994, if a Participant's spouse dies before the Participant and after benefits commence, the retirement benefit payable to the Participant shall be converted back to the normal form of retirement, and such normal form of retirement shall be payable to the Participant commencing on the first day of the month coincident with or next following such spouse's death. This provision is applicable to all Participants for spousal deaths that occur on or after January 1, 1994.

(b) *Period Certain Option.* A Participant will have the option to convert the normal form of retirement (life only) into a retirement benefit payable as long as he lives, but guaranteed for a period of ten (10) or fifteen (15) years, according to his election, beginning on the date retirement payments commence. If the Participant dies before expiration of the

guaranteed period, such payments will be continued to a designated beneficiary, or, in the absence of a surviving designated beneficiary, the commuted value of such payments will be paid to the Participant's estate in one single-sum. If the designated beneficiary should die after having received at least one payment and if further payments are due after his death, such further payments will be made to any person designated by the Participant as an alternate beneficiary or, in the absence of an alternate surviving beneficiary, the commuted value of such payments will be paid to the estate of the last surviving beneficiary in one single-sum.

(c) *Single-Sum Option.* A Participant has the option to convert the normal form of retirement (life only) into an Actuarial Equivalent single-sum payment, provided that any Participant who is a member of the Huron-Clinton Metropolitan Authority Employees' Association and who retires on a Disability Retirement may not elect the option described in this subsection (c). Employees first hired after January 1, 1994 shall not be eligible to elect this single sum optional mode of payment.

(d) *Social Security Leveling Option.* A Participant who is eligible for Early Retirement and who retires prior to attainment of age 62 will have the option to convert the 100% joint annuity option form, the ten (10) year period certain option, or the normal form of retirement benefit (life only) into an increased monthly benefit payable for each month prior to the Participant's attainment of age 62 and a reduced monthly benefit payable thereafter according to the form of benefit elected. The amount of monthly benefit will be determined as follows:

(i) The increased monthly benefit payable prior to the Participant's attainment of age 62 will equal the sum of (A) and (B) where:

(A) is the Participant's Early Retirement Benefit, adjusted for the 100% joint annuity option, if applicable, and calculated as if this Social Security Leveling Option had not been elected; and

(B) is the Estimated Social Security Benefit as determined in accordance with Section 1.20, reduced to an Actuarial Equivalent amount based upon the number of months that the commencement date of the Early Retirement Benefit precedes the first day of the month following the date the Participant attains age 62.

(ii) The reduced monthly benefit payable subsequent to attainment of age 62 shall be equal to the benefit calculated in (A) above minus the Estimated Social Security Benefit without the reduction for early commencement provided in (B) above.

In the event of the Participant's death, the benefit payable to the spouse or beneficiary of such Participant will continue as provided by the option elected. The amount of such benefit will be determined based on the Participant's sixty-second (62nd) birthdate.

3.3 CREDITED DEFERRED RETIREMENT. The retirement benefit to which a Participant who elects to remain an Employee after Normal Retirement Date will be entitled to is

the amount determined under the foregoing formula with Service and Final Average Earnings to such actual retirement.

3.4 EARLY RETIREMENT.

(a) *Prior to January 1, 2002:* The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date (the "Early Retirement Benefit"). In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including the Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the Normal Retirement Date, will have their benefit reduced by one-half of one percent (1/2 of 1%) for each month by which the elected benefit payment commencement date precedes the Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixty-first (61st) birthday, will have their benefit reduced by one-fourth of one percent (1/4 of 1%) for each of the first twelve (12) months by which the elected benefit payment commencement date precedes the first day of the month coincident with or next following their sixty-first (61st) birthday and one-half of one percent (1/2 of 1%) for each month in excess of twelve (12) months. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixty-first (61st) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to the Normal Retirement Date. Effective January 1, 1994, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 67% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 67% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(b) *On or after January 1, 2002:* The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date. In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including the Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the Normal Retirement Date, will have their benefit reduced by one-half of one percent (1/2 of 1%) for each month by which the elected benefit payment commencement date precedes the Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixtieth (60th) birthday, will have their

benefit reduced by one-half of one percent (1/2 of 1%) for each month by which the elected benefit payment commencement date precedes their sixtieth (60th) birthday. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixtieth (60th) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to the Normal Retirement Date. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings, the Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(c) Effective April 1, 2012: Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to June 30, 2012 and is employed in one of the following Huron-Clinton Metropolitan Authority Employees' Association bargaining units:

Department Head Unit
Supervisory Unit
Professional Unit
Non-Supervisory Unit

will be offered a one-time irrevocable election to retire under the following conditions:

(i) Participant will receive an Early Retirement Benefit under the Plan calculated in the same manner as the Normal Retirement Benefit but without reduction for commencement prior to their Normal Retirement Date.

(ii) The Compensation Rate in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.

(iii) Participant must complete valid retirement application on or after April 1, 2012 and prior to June 30, 2012.

(d) Effective February 1, 2013: Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to April 30, 2013 and is employed in the Huron-Clinton Metropolitan Authority Rangers (Police Officers Association of Michigan) bargaining unit will be offered a one-time irrevocable election to retire under the following conditions:

(i) Participant will receive an Early Retirement Benefit under the Plan calculated in the same manner as the Normal Retirement Benefit but without reduction for commencement prior to their Normal Retirement Date;

(ii) The Compensation Rate in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings; and

(iii) Participant must have completed a valid retirement application on or after February 1, 2013 and prior to April 30, 2013.

3.5 DEFERRED RETIREMENT BENEFITS. A Participant who defers retirement in accordance with the provisions of Section 3.2 or 3.3 will, beginning on his deferred retirement date, receive the adjusted retirement benefit under any option he may have elected. Provided, however, that any Participant whose Actuarial Equivalent single sum payment value of his benefit is equal to or less than \$10,000 may elect to receive his benefit as an immediate cashout under Section 5.2.

3.6 DISABILITY RETIREMENT. The retirement benefit to which a Participant who qualifies and applies for Disability Retirement will be entitled is the amount determined under the normal formula, based on such Participant's Service until his Disability Retirement Date, without reduction for Early Retirement ("Disability Retirement Benefit"). The initial determination of total and permanent disability by the Social Security Administration will be deemed to be final and conclusive.

3.7 COORDINATION OF BENEFITS.

(a) *Long Term Disability.* The monthly Disability Retirement Benefit will be reduced by the amount of any benefits received under the long term disability insurance provided by the Authority.

(b) *Workers' Compensation Benefits.* In determining the monthly retirement benefits payable to any retired Participant, a deduction shall be made for workers' compensation benefits (except payments allocated for hospitalization, fixed statutory payments for the loss of any bodily member, payments for loss of industrial vision, or legal fees).

If workers' compensation benefits are stated as a specified amount per week for a designated calendar period, then the monthly amount shall, for purposes of this subsection, be $4\frac{1}{3}$ times such weekly amount. For any calendar month during which the amount of benefits deductible under this subsection, when thus computed on a monthly basis, exceeds the amount of the monthly retirement benefit otherwise payable for that month, no retirement benefit shall be payable. For any calendar month in which the amount of benefits deductible under this subsection, when computed on a monthly basis, is less than the monthly retirement benefit payable for that month, such lesser amount shall be deducted from the monthly retirement benefit payable for that month.

If workers' compensation is not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly pension benefits first become payable, then an equivalent monthly amount of such award shall be computed, for purposes of this subsection, at $4\frac{1}{3}$ times the amount of the weekly workers' compensation benefit provided by the applicable statute for the retired Participants and the retired Participants' dependents. The total workers' compensation award shall be divided by such computed equivalent monthly

amount to determine the number of months and fractions of months during which monthly retirement benefits shall be reduced or suspended altogether.

Lump sum awards providing for the payment in advance of workers' compensation benefits which are definitely allocable to specific weeks in a calendar period will be deducted on the same basis as if the award had been payable on a weekly basis.

3.8 DEATH PRIOR TO RETIREMENT.

(a) Notwithstanding any other provisions of the Plan, no benefits are payable from the Plan in the event a Participant dies with less than twenty-five (25) years of Service as of the Anniversary Date of the calendar year of death, and such death is prior to the date on which his retirement benefit or deferred retirement benefit is to commence.

(b) The death benefit payable to the spouse of a Participant with at least twenty-five (25) years of Service as of the Anniversary Date prior to death is equal to 50% of the amount determined under Section 3.1 reduced to the Actuarial Equivalent of a 50% Joint Annuity Option (as described in Section 3.2(a)) with 120 monthly payments guaranteed. The amount shall be determined under the normal formula based on the Participant's Service until his death, without reduction for Early Retirement. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue as long as such Participant's spouse lives, but guaranteed for a period of 120 months beginning on the date the death benefit payments commence under the conditions set forth herein. If such spouse dies before expiration of the 120-month guaranteed period, such payments will continue to a designated beneficiary who must be a legal dependent of the Participant as of the date of death. If there is more than one (1) legal dependent, then the payment shall be divided equally among such legal dependents. If there is no such designated beneficiary, then payments shall cease upon the death of the spouse. During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

(c) The death benefit payable to the legal dependent of a Participant who does not have a spouse but has at least twenty-five (25) years of Service as of the Anniversary Date prior to death is equal to 50% of the amount determined under Section 3.1. The amount shall be determined under the normal formula based on the Participant's Service until his death, without reduction for Early Retirement. If there is more than one (1) legal dependent, then the payment shall be divided equally among such legal dependents. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue for the lesser of ten (10) years or until each such legal dependent attains age twenty-five (25). As each such legal dependent attains age twenty-five (25), the share shall be distributed equally to each of the other eligible legal dependents. During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

For purposes of Sections 3.7(b) and (c) the term "legal dependents" has the same meaning as the word "dependent" as set forth in Code §152 or any successor section of the Code.

(d) Election of an option under Section 3.2(a), or Section 3.2(d) with the 100% annuity, will be null and void in the event the joint annuitant's death occurs after the election in Section 5.1 becomes final, but before the date on which retirement benefits are to commence. A Participant subject to this provision may then elect, in addition to the normal form, an option under Section 3.2(b), 3.2(c), or 3.2(d) in the normal form. If a Participant subject to this provision fails to make a new election within a reasonable time after the death of the joint annuitant, he shall be deemed to have elected the normal form.

3.9 MAXIMUM RETIREMENT BENEFITS.

(a) *Limitation on Benefits*

(i) The limitations in this section shall apply to limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

(ii) The annual benefit otherwise payable to a Participant at any time shall not exceed the maximum permissible benefit. If the benefit the Participant would otherwise accrue in a limitation year would produce an annual benefit in excess of the maximum permissible benefit, then the benefit shall be limited (or the rate of accrual reduced) to the extent necessary so that the benefit does not exceed the maximum permissible benefit.

(iii) If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the employer or a predecessor employer, then the sum of the Participant's annual benefits from all such plans may not exceed the maximum permissible benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the maximum permissible benefit applicable at that age, this Plan's benefit accrual shall be limited.

(iv) The application of the provisions of this section shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Authority or predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under the provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code §415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Treasury Regulations §1.415(a)-1(g)(4).

(v) The limitations of this section shall be determined and applied taking into account Section 3.9(b).

(vi) Definitions.

(A) Annual Benefit: A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity

that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitation of this section. For a Participant who has or will have distributions commencing at more than one annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treasury Regulations §1.401(a)-20, Q&A 10(d), but with regard to Treasury Regulations §1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (1) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (2) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and post-retirement medical benefits); or (3) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code §417(e)(3) and would otherwise satisfy the limitations of this section, and the Plan provides that the amount payable under the form of benefit in any limitation year shall not exceed the limits of this section applicable at the annuity starting date, as increased in subsequent years pursuant to Code §415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the annual benefit shall take into account social security supplements described in Code §411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with the following:

(i) *Benefit Forms Not Subject to Code §417(e)(3).* The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this section if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code §401(a)(11)).

(1) *Limitation Years beginning before July 1, 2007.* For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit

computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in the same form; and (b) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 1.1 for that annuity starting date.

(2) *Limitation Years beginning on or after July 1, 2007.*

For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of: (a) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 1.1 for that annuity starting date.

(ii) *Benefit Forms Subject to Code §417(e)(3):* The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 3.9(a)(vi)(A)(i) above. In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(1) *Annuity Starting Date in Plan Years Beginning After 2005.* If the annuity starting date of the Participant's benefit occurs during a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (a) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in the same form; (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent (5.5%) interest rate assumption and the applicable mortality table defined in Section 1.1; and (c) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in Section 1.1 and the applicable mortality table defined in Section 1.1, divided by 1.05. However, effective for benefits with annuity starting dates during limitation years beginning after December 31, 2008, Section 3.9(a)(vi)(ii)(1)(c) does not apply to a plan maintained by an eligible employer under Code §408(p)(2)(C)(i) (generally, an employer that had no more than 100 employees who received at least \$5,000 of compensation from the employer during the preceding year).

(2) *Annuity Starting Date in Plan Years Beginning in 2004 or 2005.* If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in

the same form; and (b) a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 1.1.

If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this section shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this section, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

(a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in the same form (as provided under the terms of the Plan in effect as of the date of the distribution);

(b) the applicable interest rate defined in Section 1.1 and the applicable mortality table defined in Section 1.1 (as provided under the terms of the Plan in effect as of the date of the distribution); and

(c) the applicable interest rate defined in Section 1.1 (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in Section 1.1.

(B) Defined Benefit Dollar Limitation: Effective for limitation years ending after December 31, 2001, the defined benefit dollar limitation is \$160,000, automatically adjusted under Code §415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the defined benefit dollar limitation under Code §415(d) shall not apply to Participants who have had a separation from employment.

(C) Employer: For purposes of this section, "employer" shall mean the Authority, and all members of a controlled group of corporations (as defined in Code §414(b), as modified by Code §415(h)), all commonly controlled trades or businesses (as defined in Code §414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code §415(h)), or affiliated service groups (as defined in Code §414(m)) of which the Authority is a part, and any other entity required to be aggregated with the employer pursuant to Code §414(o).

(D) Formerly Affiliated Plan of the Employer: A plan that, immediately prior to the cessation of affiliation, was actually maintained by the Authority and, immediately after the cessation of affiliation, is not actually maintained by the Authority. For this purpose, cessation of affiliation means the event that causes an entity to no longer be

considered the employer, such as the sale of a member controlled group of corporations (as defined in Code §414(b), as modified by Code §415(h)), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(E) Limitation Year: The Plan Year. All qualified plans maintained by the employer must use the same limitation year. If the limitation year is amended to a different 12-consecutive month period, the new limitation year must begin on a date within the limitation year in which the amendment is made.

(F) Maximum Permissible Benefit: The lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided below).

(i) Adjustment for Less Than 10 Years of Participation or Service: If the Participant has less than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction – (a) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the Plan, and (b) the denominator of which is ten (10). In the case of a Participant who has less than ten (10) years of Service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction – (a) the numerator of which is the number of years (or part thereof, but not less than one year) of Service with the employer, and (b) the denominator of which is ten (10).

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in limitation years ending after December 31, 2001, the defined benefit dollar limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the defined benefit dollar limitation shall be adjusted under Section 3.9(a)(vi)(F)(ii)(A), as modified by Section 3.9(a)(vi)(F)(ii)(C). If the annuity starting date is after age 65, the defined benefit dollar limitation shall be adjusted under Section 3.9(a)(vi)(F)(ii)(B), as modified by Section 3.9(a)(vi)(F)(ii)(C).

(A) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62:

(1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1; or (b) a five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 1.1.

(2) Limitation Years Beginning on or After July 1, 2007.

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation of the Participant's annuity starting date is the lesser of the limitation determined under Section 3.9(a)(vi)(F)(ii)(A)(2)(a) and the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this section.

(c) Notwithstanding any other provisions of this Section 3.9(a)(vi)(F)(ii)(A), the age-adjusted dollar limit applicable to a Participant shall not decrease on account of an increase in age or the performance of additional service.

(B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

(1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in

Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1; or (b) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 1.1.

(2) Limitation Years Beginning on or After July 1, 2007.

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the lesser of the limitation determined under Section 3.9(a)(vi)(F)((ii)(B)(2)(a) and the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this section. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(c) Notwithstanding the other requirements of this Section 3.9(a)(vi)(F)(ii) in adjusting the defined benefit dollar limitation for the Participant's annuity starting date under Section 3.9(a)(vi)(F)(ii)(A)(1), Section 3.9(a)(vi)(F)(ii)(A)(2)(a), Section 3.9(a)(vi)(F)((ii)(B)(1), or Section 3.9(a)(vi)(F)((ii)(B)(2)(a), no adjustment shall be made to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are

forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code §417(c), upon the Participant's death.

(iii) **Minimum Benefit Permitted:** Notwithstanding anything else in this subsection to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the maximum permissible benefit if:

(A) the retirement benefits payable for a limitation year under any form of benefit as to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction – (1) the numerator of which is the Participant's number of years (or part thereof, but not less than one year) of Service (not to exceed ten (10)) with the employer, and (2) the denominator of which is ten (10); and

(B) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code §401(h), and accounts for postretirement medical benefits established under Code §419A(d)(1) are not considered a separate defined contribution plan).

(G) **Predecessor Employer:** If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in this Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(H) **Severance from Employment:** An Employee has a severance from employment when the Employee ceases to be an Employee of the Authority. An Employee does not have a severance from employment if, in connection with a change of employment, the Employee's new employer maintains this Plan with respect to the Employee.

(b) *Other Rules.*

(1) **Benefits Under Terminated Plans.** If a defined benefit plan maintained by the Authority was terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a participant in that plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this section. If there are not sufficient assets for the payment of all participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the participant under the terminated plan.

(2) Benefits Transferred From the Plan. If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan maintained by the Authority, and the transfer is not a transfer of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c), the transferred benefits shall not be treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan that is not maintained by the Authority and the transfer is not a transfer of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c), the transferred benefits shall be treated by the Authority's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Authority that terminated immediately prior to the transfer with sufficient assets to pay all participants' benefit liabilities under the plan. If a participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c) the amount transferred is treated as a benefit paid from the transferor plan.

(c) Formerly Affiliated Plans of the Employer. A formerly affiliated plan of an employer shall be treated as a plan maintained by the Authority, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay participants' benefit liabilities under the plan and had purchased annuities to provide benefits.

(d) Plans of a Predecessor Employer. If the Authority maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the Authority. However, for this purpose, the plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Authority and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the predecessor employer.

(e) Aggregation of Employer's Plans. In accordance with Code §415(f), all of the employer's defined benefit plans are to be treated as one defined benefit plan for purposes of applying the limitations under Code §415(b) and all of the employer's defined contribution plans are to be treated as one defined contribution plan for purposes of applying the limitations under Code §415(c).

(f) Special Rules. The limitations of this section shall be determined and applied taking into account the rules in Treasury Regulation §1.415(f)-1(d), (e) and (h).

(g) Aggregation with Multiemployer Plans.

(i) If the Authority maintains a multiemployer plan, as defined in Code §414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this section.

(ii) Effective for limitation years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Section 3.9(a)(vi)(F)(i) to a plan which is not a multiemployer plan.

3.10 REQUIRED DISTRIBUTIONS. Notwithstanding any other provision of the Plan all methods of benefit payments from the Plan must satisfy the following required distribution rules:

(a) *Before Death.* Benefit payments of each Participant will commence not later than the first day of April following the calendar year in which such Participant retires, over a period not extending beyond the joint life expectancy of such Employee or the joint life expectancies of such Employee and his spouse.

(b) *After Death.* In the situation where:

(i) a Participant dies before his entire interest has been distributed to him, or

(ii) distribution has been commenced to his surviving spouse and such surviving spouse dies before his entire interest has been distributed to such surviving spouse, his entire interest (or the remaining part of such interest if distribution thereof has commenced) will be distributed within five (5) years after his death (or the death of his surviving spouse). The preceding sentence shall not apply if the distribution of the interest of the employee has commenced and such distribution is for a term certain.

All distributions required under this Section 3.10 shall be determined and made in accordance with the Regulations under Code §401(a)(9), including the minimum distribution incidental benefit requirement of Treasury Regulations §1.401(a)(9)-2.

3.11 RETIREE INCREASES.

(a) *Effective October 1, 1987.* A former Participant who retired under the Plan prior to January 1, 1986 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing October 1, 1987 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 1986 and on or after January 1, 1975 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years

from the date of retirement to December 31, 1986, with any partial calendar year being counted as one year, multiplied by one percent (1%).

(ii) a former Participant who retired before January 1, 1975 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1986, with any partial calendar year being counted as one year, multiplied by two percent (2%).

(b) *Effective July 1, 1993.* A former Participant who retired under the Plan prior to January 1, 1993 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in this monthly retirement benefit being received commencing July 1, 1993 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 1993 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1992, with any partial calendar year being counted as one year, multiplied by one percent (1%).

(ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one quarter percent (1¼%).

(iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).

(c) *Effective April 1, 1998.* A former Participant who retired under the Plan prior to January 1, 1997 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing April 1, 1998 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years

from the later of (i) January 1, 1993 or (ii) date of retirement to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one percent (1%).

(ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).

(iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).

(d) *Effective July 1, 2004.* A former Participant who retired under the Plan, prior to January 1, 2004 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving (or becomes entitled to receive) continuation benefit payments under an option elected by such former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing with monthly benefits payable on July 1, 2004 and continuing through the first day of the month in which the former Participant or the surviving Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 2004 and on or after January 1, 1997 (and any Beneficiary of such former Participant) shall receive an increase in the monthly benefit otherwise payable, equal to a percentage of such monthly benefit, equal to one percent (1%) multiplied by the number of calendar years from the later of (i) January 1, 1997 or (ii) date of retirement to December 31, 2003 with any partial calendar year being counted as one year.

(ii) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 (and any Beneficiary of such former Participant) shall receive an increase equal to eight and three quarters percent (8.75%) of such monthly benefit.

(iii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to ten and one-half percent (10½%) of such monthly benefit.

(iv) a former Participant who retired before January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to fourteen percent (14%) of such monthly benefit.

ARTICLE 4 - CONTRIBUTIONS

4.1 PARTICIPANT'S CONTRIBUTIONS.

(a) *Pre-Tax Contributions.* Effective January 1, 2013, all Participants shall be required to make a one percent (1%) of Compensation Rate pre-tax contribution to the Plan for each payroll period ("Pre-Tax Contribution"). A Pre-Tax Contribution to the Plan shall be made by payroll withholding as a Code §414(h)(2) pick-up.

(b) *Delivery of Pre-Tax Contributions.* As soon after the date an amount would otherwise be paid to a Participant as it can reasonably be separated from the Authority's assets, the Authority shall cause to be delivered to the Trustee in cash or other negotiable funds the Pre-Tax Contributions attributable to such amounts.

(c) *Vesting of Pre-Tax Contributions.* A Participant shall at all times be one hundred percent (100%) vested in his Pre-Tax Contribution account.

4.2 AUTHORITY'S CONTRIBUTIONS. The Authority expects to make, from time to time, such contributions to the funding medium in accordance with a funding method and policy as determined by actuarial determination of the actuary appointed by the Committee. Such funding policy does not have to be that funding policy required by the Employee Retirement Income Security Act of 1974, but will be the funding policy that would be necessary to at least maintain the Plan as a qualified plan under applicable Federal law. However, the Authority is under no obligation to make any contributions under the Plan after the Plan has been terminated, whether or not benefits accrued prior to such date of termination have been fully funded, except to the extent, if any, such obligation may be imposed on the Authority by the Michigan Constitution.

Contributions made pursuant to this Article 4 will be paid to the trust fund established pursuant to the Trust Agreement in such manner as the Authority will determine from time to time. All such contributions will be held and disbursed in accordance with the provisions of the Plan and Trust Agreement. No persons will have any interest in, or right to, any part of the trust fund except as expressly provided in the Plan.

4.3 IRREVOCABILITY. Prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the Plan, the Authority shall have no right, title, or interest in any money or investments held or acquired under the Plan by the Trustee, nor will any such money or investments at any time revert to the Authority or in any way, directly or indirectly, inure to its benefit, except:

(a) If the Plan is initially disapproved by the Internal Revenue Service, then any contributions made incident to that initial qualification by the employer must be returned to the Authority within one (1) year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Authority's return, if any, for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe;

(b) if a contribution made by the Authority in any Plan Year is made by mistake of fact, such contribution must be returned to the Authority within one (1) year of payment of the contribution upon demand by the Authority; and

(c) In the event the deduction of a contribution made by the Authority is disallowed under Code §404, such contribution (to the extent disallowed) must be returned to the Authority within one (1) year of disallowance of the deduction.

ARTICLE 5 - PAYMENT OF BENEFITS

5.1 APPLICATION. An option may be elected by a Participant (including a Participant entitled to a deferred pension pursuant to Section 3.5) not later than one hundred eighty (180) days before the first payment of the retirement benefit to him, by proper written application of the Participant to the Trustee. In the event that an option has been elected, a Participant may not rescind the election, nor may any change be made in the terms of the option or the effective date of the option unless such rescission or change is made at least one hundred eighty (180) days prior to the payment of the retirement benefit to him. At the time a Participant first elects any option or elects or rejects any option at any later date, satisfactory evidence of the Employee's and the Employee's beneficiary's date of birth is required and evidence of matrimony may be required.

5.2 CASH OUTS. Benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$5,000 shall be paid out in a single sum. Effective May 1, 1991, benefits which have (or at the time of any prior distribution had) an Actuarial Equivalent single sum payment value of more than \$5,000, but equal to or less than \$10,000 and are immediately distributable, may be immediately cashed out with the written consent of the Participant. Effective October 1, 2000, benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$5,000 will be paid out in a single sum.

5.3 DIRECT ROLLOVERS.

(a) *Applicability*. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to rollover only a portion of the eligible rollover distribution.

(b) *Definitions*.

(i) Eligible rollover distribution – An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code §401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may only be transferred to (1) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a “traditional IRA”) or a Roth individual retirement account or annuity described in Code §408A (a “Roth IRA”); or (2) to a qualified defined contribution, defined benefit, or annuity plan described in Code §401(a) or Code §403(a) or to an annuity contract described in Code §403(b), if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) Eligible retirement plan – An eligible retirement plan is an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, a “traditional IRA,” a “Roth IRA,” an annuity plan described in Code §403(a), an annuity contract described in Code §403(b), or a qualified defined benefit or defined contribution plan described in Code §401(a), that accepts the distributee’s eligible rollover distribution. The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under an eligible domestic relations order, as defined in Michigan Compiled Laws Section Act 46 of Michigan Compiled Laws of 1991, 38.1701 et. seq. (“EDRO”).

(iii) Distributee – A distributee includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under an EDRO, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in Plan Years beginning after December 31, 2009, a distributee also includes the Participant’s nonspouse designated beneficiary under Section 3.8. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). Also, in this case, the determination of any required minimum distribution under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(iv) Direct rollover – A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) Automatic Rollovers. In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the Participant’s distribution attributable to any rollover contribution is

included. For purposes of this section, a nonspouse designated Beneficiary may elect a direct rollover of an eligible rollover distribution that occurs on or after December 30, 2009.

ARTICLE 6 - VESTED BENEFITS

6.1 PARTICIPANT'S RIGHTS ON TERMINATION OF EMPLOYMENT. If a Participant for any cause, except leave of absence (as provided in Article 7), or death, ceases to be actively employed by the Authority prior to his Normal Retirement Date, Early Retirement Date, or Disability Retirement Date, the Employee's participation in the Plan will cease upon incurring a Break in Service and such Participant will have no further right or interest whatsoever under the Plan, except as provided in this Article and Article 2. A Participant's right to his Normal Retirement Benefit shall be nonforfeitable upon attainment of his Normal Retirement Age.

6.2 VESTED BENEFIT. Upon such termination for a reason other than death, or authorized leave of absence (described in Article 7), the terminated Participant shall have a vested interest in the retirement benefit accrued to his date of termination equal to the percentage shown in the following "Vesting Schedule," of the total benefit determined by his number of years of Service.

VESTING SCHEDULE	
FULL YEARS OF SERVICE	VESTED INTEREST IN ACCRUED BENEFIT
Less Than One	0%
One But Less Than Two	10%
Two But Less Than Three	20%
Three But Less Than Four	30%
Four But Less Than Five	40%
Five But Less Than Six	50%
Six But Less Than Seven	60%
Seven But Less Than Eight	70%
Eight But Less Than Nine	80%
Nine But Less Than Ten	90%
Ten or More	100%

6.3 DISPOSITION OF VESTED BENEFIT. Except as otherwise provided in Section 5.2, a Participant's vested benefit will be payable upon proper application as specified in Section 5.1, as of his Normal Retirement Date, or at an earlier time, in accordance with the provisions of Section 3.4.

6.4 DISPOSITION OF FORFEITURES. If the vested benefit of a terminated Participant is less than 100%, any forfeitures resulting from such partial vesting shall be treated as an Actuarial Gain and applied to reduce the contributions of the Authority for subsequent Plan Years.

ARTICLE 7 -LEAVE OF ABSENCE

7.1 SICKNESS OR ACCIDENT. Anything herein to the contrary notwithstanding, if a Participant is on a leave of absence granted by the Authority because of such Participant's sickness or accident, such Participant will be continued as a Participant under the Plan in all respects as though he had continued in active employment for a period not longer than twelve (12) consecutive months from the date such Participant has exhausted all paid leave time granted by the Authority. If within said twelve (12) consecutive month period the Participant resumes active employment and continues for at least twelve (12) months or more thereafter following his return to employment, the entire period of his absence will be considered as a full period of participation under this Plan. If the Participant does not return to active employment with the Authority within said twelve (12) month period, or should not be actively an Employee for one (1) year or more following his return within said twelve (12) month period, he will cease to be a Participant as of the date such Participant had exhausted all paid leave time granted by the Authority and the Trustee will proceed as provided in Article 6. If the Participant is on a leave of absence, as specified in this section, for an excess of twelve (12) months and resumes Service, Service prior to the inception of such sickness or accident will be added to any additional Service earned under the Plan. The provisions of this section will not apply if the Participant qualifies for a Disability Retirement Benefit.

7.2 MILITARY OR GOVERNMENT SERVICE. If a Participant's active employment is interrupted solely because of his entering the Armed Forces of the United States, such Participant will remain a Participant in all respects if he returns to active employment while he has reemployment rights pursuant to Federal law. Should such Participant fail to return to active employment within said time period, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Armed Forces. If such Participant does return to active employment within the time specified, then the entire period of his absence with the Armed Forces will be considered as a full period of participation under this Plan. If a Participant's active employment will be interrupted solely because of his entering, during either a period of national emergency or by reason of any peacetime draft act, the Government of the United States, such Participant will remain a Participant in all respects for a period of time ending 180 days following his discharge from active service from said Government service provided that he must not have voluntarily re-enlisted or consented to continue active Government service after the time when he would normally have been discharged from such active service. Should such Participant fail to return to active employment within said time period, and continue actively to be an Employee for one (1) year or more following his return to employment, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter Government service. If such Participant does return to active employment within the time specified and actively remains an Employee for one (1) year or more following his return, then the entire period of his absence with the Government will be considered as a full period of participation under this Plan. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code §414(u). In addition, the survivors of any Participant who

dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than contributions relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death.

7.3 LEAVE OF ABSENCE WITHOUT PAY. Anything herein to the contrary notwithstanding, no Service will be granted under the Plan for the period of any leave of absence without pay in excess of one (1) month unless approved by the Authority other than as provided in Sections 7.1 or 7.2. If the Participant is on an approved leave of absence without pay and resumes Service, Service prior to the inception of such leave will be added to any additional Service earned under the Plan.

ARTICLE 8 - PROVISIONS RELATING TO PENSION COMMITTEE

8.1 MEMBERSHIP OF PENSION COMMITTEE. The Board of Commissioners of the Authority will appoint a pension committee of seven (7) members, consisting of the Chairman of the Board of Commissioners, two (2) Commissioners At Large appointed for a six (6) year term, the Director of the Authority, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee, the President of the Huron-Clinton Metropolitan Authority Rangers Union of the Police Officers Association of Michigan or his appointee, and one (1) member who is a retiree of the Authority who shall be appointed for a three (3) year term.

Any retiree may nominate himself for appointment to the pension committee by submitting a letter of interest to the Trustee. The Trustee shall receive, maintain, and give all letters of interest to the selection committee for review and action. The selection committee shall be composed of the Director of the Authority or his designee, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee, and the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee. The selection committee may interview all or some of the retirees who have submitted a letter of interest and shall recommend a retiree to the Board of Commissioners for appointment to the pension committee.

A vacancy on the pension committee shall be filled within ninety (90) days, for the unexpired term (where applicable), in the same manner as the position was previously filled.

8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS. The Committee shall choose from its members a Chairman and a Secretary. The Secretary will keep minutes of the Committee's proceedings and will have custody of all records and documents pertaining to its operations. The Committee may employ and suitably compensate such attorneys, actuaries, accountants, consultants, investment managers, custodians, third party benefit payment administrators, and clerical employees as it deems necessary to the performance of its duties.

At least four (4) members of the Committee, one of whom must be either the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee or the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee, are required for a quorum. Each member of the Committee is entitled to one (1) vote on each question before the Committee. At least four (4) concurring votes shall be required for a valid action by the Committee. Either the Chairman or the Secretary may execute any certificate or other written direction on behalf of the Committee.

A member of the Committee who is a Participant will not vote on any question relating specifically to himself; and in the event a majority of the remaining members of the Committee are unable to come to a determination of any such question, the same will be determined by arbitration.

The members of the Committee will serve without bond and without compensation for their services as such; but all expenses of the Committee will be paid pursuant to the provisions of Section 9.1(e).

The Authority shall indemnify, defend, and hold harmless, and to the extent authorized or permitted by law (and consistent with the Plan's favorable tax qualified status under Code §401) any person, and such person's heirs and legal representatives, for any and all alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against such person, arising out of his acts or omissions as a member of the Committee, or by reason of the fact that such person is or was a trustee, director, officer, member, employee, or agent of the Committee or such person served on any formally constituted advisory body or committee of the Committee. However, the Authority shall have no duty to indemnify, defend, or hold harmless where such person is judicially determined to have incurred liability due to fraud, gross neglect, or malfeasance in the exercise and performance of their duties.

The Committee will make available to a Participant or, if deceased, his Beneficiary, for examination during business hours, such records as pertain exclusively to the examining Participant.

8.3 POWERS AND DUTIES OF PENSION COMMITTEE. The Committee, on behalf of the Participants and all other Beneficiaries of the Plan, will enforce the Plan in accordance with the terms of this Trust Agreement, and will have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

- (a) Under advice of counsel, the discretionary authority to construe the terms of the Plan on a consistent basis;
- (b) To determine all questions relating to the eligibility of Employees to become Participants;
- (c) To recommend the amount of contributions to be made by the Board of Commissioners;
- (d) To authorize all disbursements by the Trustee from the Trust;
- (e) To approve an asset allocation Plan for assets of the Trust, to be implemented by the Trustee;
- (f) To make and publish to the Employees of the Authority such rules for the regulation of the Trust as are not inconsistent with the terms of this Agreement;
- (g) To determine the amount of benefits which will be payable to any person in accordance with the provisions of the Plan. Any denial by the Committee of the claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the

Committee and delivered or mailed to the Participant or Beneficiary; and such notice will set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the Committee will afford a reasonable opportunity to any Participant or Beneficiary whose claim for benefits has been denied for a review of the decision denying the claim; and

(h) To delegate any of the above powers and duties to the Trustee and/or one Committee member.

To enable the Committee to perform its functions, the Authority will supply full and timely information to the Committee of all matters relating to the pay of all Participants, their death, their retirement or other termination of employment, and such pertinent facts as the Committee may require.

8.4 AUTHORITY OF THE PENSION COMMITTEE. The Committee, which shall be the plan pension committee for purposes of the Code, shall be responsible for the administration of the Plan and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan, to make benefit determinations, and to resolve any disputes which arise under the Plan. The Committee may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Committee may:

(a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan, which are retained by it or granted to it by this Article, to the Trustee; and

(b) designate a person or persons other than the Committee to carry out any such powers, authority, or responsibilities;

except that no power, authority, or responsibility of the Trustee shall be subject to the provisions of paragraph (b) of this section, and except that no allocation or delegation by the Committee of any of its powers, authority, or responsibilities to the Trustee or investment managers shall become effective unless such allocation or delegation shall first be accepted by the Trustee in a writing signed by it and delivered to the Committee.

8.5 DISCRETIONARY AUTHORITY. In carrying out its duties under the Plan, including making benefit determinations, interpreting or construing the provisions of the Plan, making factual determinations, and resolving disputes, the Committee (or any individual or entity to whom authority has been delegated in accordance with Section 8.4) shall have absolute discretionary authority. The decision of the Committee (or any individual or entity to whom authority has been delegated in accordance with Section 8.4) shall be final and binding on all persons and entitled to the maximum deference allowed by law.

8.6 ACTION OF THE PENSION COMMITTEE. Any act authorized, permitted, or required to be taken under the Plan by the Committee and which has not been delegated in accordance with Section 8.4 may be taken by a majority of the members of the committee

appointed to act on behalf of the Committee, either by vote at a meeting, or in writing without a meeting, or by the employee or employees of the Committee designated by the committee to carry out such acts on behalf of the Committee. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Committee under the Plan shall be in writing and either posted at every employee bulletin board or signed by either (i) a majority of the members of the committee appointed to act on behalf of the Committee or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Committee in accordance with the provisions of this section.

8.7 CLAIMS REVIEW PROCEDURE. Except to the extent that the provisions of any collective bargaining agreement provide another method of resolving claims for benefits under the Plan, the provisions of this section shall control whenever a claim for benefits under the Plan filed by any person (referred to in this section as the “Claimant”) is denied. The provisions of this section shall also control whenever a Claimant seeks a remedy under any applicable law in connection with any error regarding his Benefit and such claim is denied.

Whenever a claim under the Plan is denied, whether in whole or in part, the Committee shall transmit a written notice of such decision to the Claimant within ninety (90) days of the date the claim was filed or, if special circumstances require an extension, within one hundred eighty (180) days of such date, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of (i) the specific reasons for the denial of the claim; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary; (iv) that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents; (v) records and other information relevant to the Claimant’s claim, a description of the review procedures and in the event of an adverse review decision, a statement describing any voluntary review procedures and the Claimant’s right to obtain copies of such procedures; and (vi) a statement that there is no further administrative review following the initial review. The notice shall also include a statement advising the Claimant that, within sixty (60) days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Pension Committee a written request therefor, which request shall contain the following information:

(a) the date on which the Claimant’s request was filed with the Committee; provided, however, that the date on which the Claimant’s request for review was in fact filed with the Committee shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;

(b) the specific portions of the denial of his claim which the Claimant requests the Pension Committee to review;

(c) a statement by the Claimant setting forth the basis upon which he believes the Pension Committee should reverse the previous denial of his claim for benefits and accept his claim as made; and

(d) any written material (offered as exhibits) which the Claimant desires the Committee to examine in its consideration of his position as stated pursuant to paragraph (c) of this section.

Within sixty (60) days of the date determined pursuant to paragraph (a) of this section or, if special circumstances require an extension, within one hundred twenty (120) days of such date, the Committee shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall render its written decision on review to the Claimant. The Committee's decision on review shall be written in a manner calculated to be understood by the Claimant and shall specify the reasons and Plan provisions upon which the Committee's decision was based.

8.8 EXHAUSTION OF REMEDIES. No civil action for benefits under the Plan shall be brought unless and until the aggrieved person has (a) submitted a timely claim for benefits in accordance with this Article, (b) been notified by the Committee that the claim has been denied, (c) filed a written request for a review of the claim in accordance with the preceding section, (d) been notified in writing of an adverse benefit determination on review, and (e) filed the civil action within one (1) year of the date he receives a final adverse determination of his claim on review.

8.9 ELIGIBLE DOMESTIC RELATIONS ORDERS. The Committee shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of M.C.L. 38.1701, *et.seq.*

8.10 ACTIONS BINDING. Subject to the provisions of Section 8.4, any action taken by the Committee which is authorized, permitted, or required under the Plan shall be final and binding upon the Committee, the Trustee, investment managers, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Committee, the Trustee, or the investment managers.

ARTICLE 9 - PROVISIONS RELATING TO TRUSTEE

9.1 POWERS AND DUTIES OF TRUSTEE. The Trustee accepts the trusts hereby created, but only upon the terms and conditions of this Agreement, including the following:

(a) Whenever in the administration of the Trust, a certification is required to be given to the Trustee, or the Trustee will deem it necessary that a matter be proved prior to taking or omitting any action hereunder, such certification will be duly made, and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee, signed in the name of the Authority, under its corporate seal, by its Chairman or Vice Chairman and by its Secretary; or (unless the matter will concern the authority of the Committee) by the Chairman or Secretary of the Committee; but in its discretion the Trustee may, in lieu thereof, accept other evidence of the matter or may require such further evidence as to it may deem reasonable. Generally, the Trustee will be protected in acting upon any notice, resolution, order, certificate, opinion, telegram, letter, or other document believed by the Trustee to be genuine and to have been signed by the proper party or parties.

(b) All monies deposited with the Trustee under any provisions hereof will be deposited by the Trustee with the investment managers selected by the Committee. As soon as practicable after the Effective Date and after each Anniversary Date thereafter, the Trustee will, upon direction of the Committee, deposit with the investment managers selected by the Committee amounts contributed by the Authority pursuant to Section 4.2. The Trustee will be under no duty to invest or have invested any monies deposited with the investment managers selected by the Committee.

(c) The Trustee may consult with legal counsel (who may be counsel for the Authority) with respect to the construction of the Trust Agreement or its duties thereunder, or with respect to any legal proceedings or any question of law; and will be fully protected with respect to any action taken or omitted by it in good faith pursuant to the advice of such counsel.

(d) The Trustee will not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement, and will be entitled to withhold making payments or giving directions to the third party administrator responsible for the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Committee. In the event that any dispute will arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute will have been determined by arbitration or by a court of competent jurisdiction or will have been settled by written stipulation of the parties concerned.

(e) All reasonable expenses of the Trustee incurred in the administration of the Plan and Trust shall be paid from the Trust unless the Authority elects to pay such expenses directly. The Authority further agrees to indemnify the Trustee against any liabilities which it may incur in the performance of its duties hereunder.

(f) The Trustee will keep full records of the administration of the Trust, which the Committee will have the right to examine at any time during the Trustee's regular

business hours. Within ninety (90) days following the close of each Plan Year, the Trustee will furnish the Committee with a statement of its account; and the Committee will promptly notify the Trustee in writing of its approval or disapproval thereof. Failure by the Committee to disapprove within sixty (60) days after its receipt of any such statement will be considered an approval thereof. The approval by the Committee of any statement of account will be binding, as to all matters embraced in the statement, on all parties to this Agreement, and on all Participants and their designated Beneficiaries to the same extent as if the account of the Trustee had been settled and allowed in a proceeding for a judicial settlement of its accounts in any court of competent jurisdiction. Provided, however, that nothing herein contained will deprive the Trustee of its right to have its accounts settled by judicial proceedings, if it so desires. In any such judicial proceedings, all of the necessary and proper parties thereto will be the Trustee, the Authority, and the Committee.

(g) The Trustee is hereby authorized to execute all necessary applications, receipts, and releases to the investment managers selected by the Committee, and will be under the duty, upon being advised by the Committee that any proceeds have become payable hereunder, to give reasonable assistance to the beneficiaries designated therein collecting such sums as may appear to be due. Provided, however, that the Trustee will not be required to institute suit or maintain any litigation to collect such proceeds unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its satisfaction against its counsel fees and all other expenses and liabilities to which it may in its judgment be subjected by such action on its part. Provided, further, that the Trustee will be entitled, out of the proceeds, to reimbursement for expenses incurred in connection with enforcing payment of such proceeds. The Trustee is authorized, with the written approval of the Committee, to compromise and adjust claims upon such terms as it may deem just, and the decision of the Trustee will be conclusive upon all persons interested in the Trust. The Trustee will have no responsibility for the form, genuineness, validity, sufficiency, or effect of any asset at any time included in the Trust, or for any act of the Authority, the Committee, a Participant, or any other person which may render any such asset void, or if for any reason whatsoever (save for its own willful misconduct or gross neglect) any proceeds will become uncollectible.

(h) The Trustee agrees to use reasonable diligence to be aware of and to comply with the applicable provisions of the Internal Revenue Code and other applicable laws and regulations issued thereunder affecting the terms of this Plan.

(i) The Trustee will use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder; it will not be liable for any mistake in judgment or other action made or taken in good faith, or for any loss, unless resulting from its own willful misconduct or gross neglect; and it will not be required to give any bond or other security for the faithful performance of its duties hereunder.

9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE.

(a) The Trustee may resign at any time upon delivering to the Chairman of the Board of Commissioners or Secretary of the Authority a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof.

(b) Any Trustee appointed hereunder may be removed by the Authority by resolution of its Board of Commissioners and by delivery of a certified copy of such resolution to the Trustee, together with written notice of removal, to take effect at a date specified therein, which will not be less than thirty (30) days after delivery of such notice to the Trustee. Provided, that no removal of a Trustee will become effective until all sums due hereunder to the Trustee for its compensation and expenses will have been paid to it, nor until the appointment by the Authority of a successor Trustee to which the Trustee may transfer and deliver the Trust estate.

(c) In case of the death, resignation, or removal of the Trustee, the Trustee will have the right to a settlement of its accounts, which may be made at the option of the Trustee either (1) by judicial settlement in a proceeding instituted by the Trustee in any court of competent jurisdiction, in which proceeding all of the necessary and proper parties will be the Trustee, the Authority, and the Committee; or (2) by agreement of settlement between the Trustee, the Authority, and the Committee.

(d) Upon such settlement, and payment to the Trustee of its expenses and compensation, the Trustee will transfer to the successor Trustee the Trust estate as it may then be constituted, and true copies of such of its records as relate to the Trust, and will execute all documents necessary for transferring the contracts and rights under them; and the Trustee will thereupon be discharged from further accountability for all matters embraced in its settlement.

(e) The Authority will, upon its receipt or giving of notice of the death, resignation, or removal of a previously appointed Trustee forthwith appoint, by resolution of its Board of Commissioners, a bank or trust company organized under the laws of the United States or of a State thereof, or an officer of the Authority, as successor Trustee. Any successor Trustee so appointed may qualify as such by executing, acknowledging, and delivering to the Authority, and to the resigning or removed Trustee, an instrument accepting such appointment; and thereupon such successor, without further act, will become vested with all of the estate, rights, powers, discretion, and duties of its predecessor Trustee with like effect as if originally named as Trustee herein.

ARTICLE 10 - GENERAL PROVISIONS

10.1 NON-ALIENATION OF BENEFITS. The benefits hereunder are intended for the protection of the Participants and their Beneficiaries. No part of or interest in the Plan will be transferable or assignable in any manner, either by voluntary or involuntary act of such Participant or Beneficiary or by operation of law, nor will the same be liable for or be taken for any debt, liability, contract, or any other obligation of any such Participant or Beneficiary. This Section 10.1 will not apply to an eligible domestic relations order as defined in M.C.L. 38.1701, *et seq.*

10.2 RIGHTS TO EMPLOYMENT. Participation in this Plan and Trust will not give any Employee the right to be retained in the Authority's employ or any right or interest in this Plan and Trust other than is herein provided.

ARTICLE 11 - RIGHT TO AMEND OR DISCONTINUE PLAN

11.1 DISCONTINUANCE OF PLAN. It is the expectation of the Authority that it will continue this Plan and the payment of its contributions hereunder indefinitely; but continuance of the Plan is not assumed as a contractual obligation of the Authority, and the right is reserved by the Authority at any time to reduce, suspend, or discontinue its contributions hereunder.

11.2 AMENDMENT OF PLAN. Except as herein limited, or otherwise negotiated in an applicable collective bargaining agreement, the Authority will have the right by appropriate resolution of the Board of Commissioners to amend this Agreement at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing, executed by the Authority as prescribed in Section 9.1(a). Upon delivery of such instrument to the Trustee, this Agreement will be deemed to have been amended in the manner therein set forth, and all Participants will be bound thereby: Provided, however –

(a) That no amendment will increase the duties or liabilities of the Trustee or the Committee without their respective written consents;

(b) That no amendment will have any retroactive effect so as to deprive any Participant or Beneficiary of any benefit already accrued, save only that no amendment made in conformance to mandatory provisions of the Code or any other statute relating to employees' trusts, or any official regulations or rulings issued pursuant thereto, will be considered prejudicial to the rights of any Participant or Beneficiary.

ARTICLE 12 - PROVISIONS ON DISCONTINUANCE OF PLAN

12.1 TERMINATION. This Plan and Trust will terminate upon the happening of any of the following events: (a) dissolution of the Authority; or (b) discontinuance of the Plan by the Authority, upon notice delivered to the Trustee, executed by the Authority as prescribed in Section 9.1(a) and Article 11. Upon termination or partial termination of the Plan, all accrued benefits to the extent funded as of the date of termination shall become irrevocable and fully vested in the Participants, retired Participants, vested active or terminated Participants, joint Annuitants, or Beneficiaries, as the case may be, and the distribution of assets of the fund shall then be made in accordance with this Article 12.

12.2 ALLOCATION OF ASSETS. Upon any such termination, the assets then remaining in the Plan, after providing for the expenses of administration or liquidation of the Plan, will be allocated by the Committee to the extent that they will be sufficient, for the purpose of paying benefits (based on each Employee's Service and Final Average Earnings to the date of discontinuance of the Plan) to retired Employees (or their surviving Beneficiaries) and Employees and former Employees who are entitled to a vested benefit, who retire in the following order of precedence:

(a) To provide pension benefits for Employees (or their surviving Beneficiaries) who will have retired under the Plan at their Normal Retirement Date, Early Retirement Date, or Disability Retirement Date prior to its discontinuance, without reference to the order of their retirement.

(b) To provide pension benefits under the terms of the Plan for Employees age sixty-five (65) or over on the date of discontinuance, without reference to the age of such Employees.

(c) To provide pension benefits under the terms of the Plan for Employees age sixty (60) or over but less than age sixty-five (65) on the date of discontinuance.

(d) To provide pension benefits under the terms of the Plan for Employees below the age of sixty (60) on the date of discontinuance.

(e) Any assets remaining after the above allocations and due to erroneous actuarial calculations shall revert to the Authority or be otherwise allocated among selected groups. Otherwise, the corpus or income of this Trust may not be diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. If Plan benefits are provided through the distribution of annuity or insurance contracts, any refunds or credits in excess of Plan benefits (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) will be paid to the Authority to the extent permitted by the Code.

For purposes of the allocation set forth in this Article 12, former Employees who are entitled, upon proper application, to a vested pension benefit as provided in Section 6.2, will be included in the allocation in their appropriate categories. The Authority will make a reasonable effort to locate any such former Employees, but if any such former Employees have

not been located within a reasonable period of time from the date the Plan is discontinued, their rights to any benefits under the Plan shall be forfeited.

If the value of the assets applicable to any group listed above is insufficient to provide full benefits for all Employees, retired Employees, or former Employees in such group, the allocation as to such Employees, retired Employees, or former Employees shall be made by reducing their pension benefits proportionately. Such allocation will be accomplished through continuance of the existing fund, a new fund, the purchase of insurance annuity contracts or any combination of these media. Provided, however, that the Authority, upon finding that it is not practicable or desirable to use any of the foregoing media with respect to some or all of the groups listed above, may provide for allocation of a part or all of the assets of the fund otherwise than by the continuance of a Fund or the purchase of insurance annuity contracts with respect to any or all of such groups. Provided, further, that no change will be effected in the order of precedence and basis for allocation above established.

There will be no liability or obligation on the part of the Authority to make any further contributions subsequent to the discontinuance of the Plan, except to the extent such liability or obligation, if any, may be imposed on the Authority by the Michigan Constitution.

12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF THE PLAN. In the event of termination of the Plan, the benefit of any Highly Compensated Employee who is a Participant, as defined in Code §414(q), is limited to a benefit that is nondiscriminatory under Code §401(a)(4). Benefits distributed to any of the twenty-five (25) most Highly Compensated Employee active and former Participants are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

The preceding paragraph shall not apply if:

(a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code §412(1)(7), or

(b) the value of the benefits for a Participant described above is less than one percent (1%) of the value of current liabilities.

For purposes of this Section 12.3, benefit includes loans in excess of the amount set forth in Code §72(p)(2)(A), any periodic income, any withdrawal values payable to a living Participant, and any death benefits not provided for by insurance on the Participant's life.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

The headings and sub-headings in this Agreement are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and said counterparts will constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

This Agreement and the Trust created will be constructed, administered, and governed in all respects under and by the laws of the State of Michigan.

In the event of any conflict between the terms of this Plan and Trust and any conflicting provision contained in any associated trust, custodial account document, insurance contract, or any document that is incorporated by reference, the terms of this Plan and Trust will govern.

Each provision hereof shall be independent of each other provision hereof and if any provision of this Plan proves to be, or is held by any court, or tribunal, board or authority of competent jurisdiction to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void, but such invalidation of any such provision shall not otherwise impair or affect this Plan or any other provision or terms hereof.

ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES

14.1 COVERAGE OF SEASONAL EMPLOYEES. Effective July 1, 1991, Seasonal Employees, as defined below, will be covered under the Plan. The provisions, terms, and conditions of such coverage will be as set forth in the preceding Articles of this Plan, unless specifically modified under this Article 14. Effective January 1, 2014, Seasonal Employees shall not be covered by this Plan.

14.2 DEFINITIONS FOR SEASONAL EMPLOYEES.

(a) COMPENSATION RATE means a Seasonal Employee's basic rate of hourly pay on his most recent date of hire multiplied by 173.33.

(b) FINAL AVERAGE EARNINGS means Compensation Rate.

(c) SEASONAL EMPLOYEE means any employee of the Authority who is regularly scheduled to work 600 or less hours and who works 600 or less hours in a calendar year.

(d) SERVICE, except as may be adjusted by Section 2.4(b), means the most recent continuous seasonal employment by the Authority as shown by the records of the Authority, computed to the nearest one-thirtieth (1/30th) of a month. Any day or part thereof for which a Seasonal Employee is paid shall equal one-thirtieth (1/30th) of a month.

14.3 ELIGIBILITY REQUIREMENT. Each Seasonal Employee is eligible to become a Participant immediately. There are no eligibility requirements for Seasonal Employees.

14.4 NORMAL FORM – LIFE ONLY. The normal form of benefit for a Seasonal Employee is a monthly life only annuity.

14.5 VESTING SCHEDULE. A Seasonal Employee will have a vested interest in his accrued benefit equal to 100% at all times.

14.6 BENEFIT FORMULA. The monthly retirement benefit on the normal form to which each Participant who is a Seasonal Employee may become entitled under the Plan will be determined in accordance with the following formula: $0.1250\% \times \text{Final Average Earnings} \times \text{Service}$.

14.7 DISABILITY RETIREMENT. Seasonal Employees are not eligible for Disability Retirement under the Plan.

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this _____ day of _____, 2020.

HURON-CLINTON METROPOLITAN AUTHORITY

By: _____

Its: _____

TRUSTEE

Rebecca Franchock

**HURON-CLINTON
METROPOLITAN AUTHORITY
EMPLOYEES' RETIREMENT PLAN
AND TRUST AGREEMENT**

AS AMENDED AND RESTATED
EFFECTIVE JANUARY 1, 2021

ARTICLE 1 -	DEFINITIONS	1
ARTICLE 2 -	PARTICIPATION	8
2.1	ELIGIBILITY REQUIREMENTS	8
2.2	SERVICE	8
2.3	BREAK IN SERVICE AND SERVICE TERMINATION	8
2.4	REINSTATEMENT OF SERVICE.....	8
2.5	INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES	8
ARTICLE 3 -	BENEFITS	9
3.1	NORMAL FORM – LIFE ONLY	9
3.2	OPTIONAL MODES OF PAYMENT	9
3.3	CREDITED DEFERRED RETIREMENT.....	10
3.4	EARLY RETIREMENT	11
3.5	DEFERRED RETIREMENT BENEFITS.....	13
3.6	DISABILITY RETIREMENT	13
3.7	COORDINATION OF BENEFITS	13
3.8	DEATH PRIOR TO RETIREMENT	14
3.9	MAXIMUM RETIREMENT BENEFITS.....	15
3.10	REQUIRED DISTRIBUTIONS	24
3.11	RETIREE INCREASES	24
ARTICLE 4 -	CONTRIBUTIONS	27
4.1	PARTICIPANT’S CONTRIBUTIONS.....	27
4.2	AUTHORITY’S CONTRIBUTIONS	27
4.3	IRREVOCABILITY	27
ARTICLE 5 -	PAYMENT OF BENEFITS	29
5.1	APPLICATION	29
5.2	CASH OUTS	29
5.3	DIRECT ROLLOVERS.....	29
ARTICLE 6 -	VESTED BENEFITS	32
6.1	PARTICIPANT’S RIGHTS ON TERMINATION OF EMPLOYMENT	32

6.2	VESTED BENEFIT	32
6.3	DISPOSITION OF VESTED BENEFIT	32
6.4	DISPOSITION OF FORFEITURES	33
ARTICLE 7 -	LEAVE OF ABSENCE.....	34
7.1	SICKNESS OR ACCIDENT	34
7.2	MILITARY OR GOVERNMENT SERVICE.....	34
7.3	LEAVE OF ABSENCE WITHOUT PAY	35
ARTICLE 8 -	PROVISIONS RELATING TO PENSION COMMITTEE.....	36
8.1	MEMBERSHIP OF PENSION COMMITTEE.....	36
8.2	ADMINISTRATION OF PENSION COMMITTEE AFFAIRS.....	36
8.3	POWERS AND DUTIES OF PENSION COMMITTEE.....	37
8.4	AUTHORITY OF THE PENSION COMMITTEE.....	38
8.5	DISCRETIONARY AUTHORITY	38
8.6	ACTION OF THE PENSION COMMITTEE	38
8.7	CLAIMS REVIEW PROCEDURE	39
8.8	EXHAUSTION OF REMEDIES.....	40
8.9	ELIGIBLE DOMESTIC RELATIONS ORDERS	40
8.10	ACTIONS BINDING	40
ARTICLE 9 -	PROVISIONS RELATING TO TRUSTEE.....	41
9.1	POWERS AND DUTIES OF TRUSTEE.....	41
9.2	WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE.....	42
ARTICLE 10 -	GENERAL PROVISIONS	44
10.1	NON-ALIENATION OF BENEFITS	44
10.2	RIGHTS TO EMPLOYMENT	44
ARTICLE 11 -	RIGHT TO AMEND OR DISCONTINUE PLAN	45
11.1	DISCONTINUANCE OF PLAN.....	45
11.2	AMENDMENT OF PLAN.....	45
ARTICLE 12 -	PROVISIONS ON DISCONTINUANCE OF PLAN	46
12.1	TERMINATION.....	46
12.2	ALLOCATION OF ASSETS	46

12.3	RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF THE PLAN	47
ARTICLE 13 - MISCELLANEOUS PROVISIONS		48
ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES		49
14.1	COVERAGE OF SEASONAL EMPLOYEES	49
14.2	DEFINITIONS FOR SEASONAL EMPLOYEES	49
14.3	ELIGIBILITY REQUIREMENT	49
14.4	NORMAL FORM – LIFE ONLY	49
14.5	VESTING SCHEDULE.....	49
14.6	BENEFIT FORMULA.....	49
14.7	DISABILITY RETIREMENT.....	49

**TWENTY-EIGHTH RESTATEMENT OF THE
HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT
PLAN AND TRUST AGREEMENT**

PREAMBLE

WHEREAS, Huron-Clinton Metropolitan Authority (the "Authority"), a public corporation organized and existing under the laws of the State of Michigan, adopted a retirement plan intended to be "tax-qualified" as that term is used in the Code, for the benefit of its eligible employees, effective October 1, 1952, and now known as the Huron-Clinton Metropolitan Authority Employees' Retirement Plan (the "Plan"); and

WHEREAS, effective October 1, 1952, the Authority entered into a certain pension trust agreement by which was created the Huron-Clinton Metropolitan Authority Employees' Retirement and Insurance Plan; and

WHEREAS, by separate resolution, DAVID L. WAHL, then Controller of the Authority, was acting as Trustee of the Plan until his retirement from the Authority; and

WHEREAS, Rebecca Franchock is currently acting as Trustee of the Plan; and

WHEREAS, the Authority reserved the right to amend the agreement as it deemed advisable as provided and under conditions prescribed therein and as subsequently amended by the Nineteenth (Restatement), Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third, Twenty-Fourth, Twenty-Fifth, Twenty-Sixth (Restatement), and Twenty-Seventh (Restatement) Amendments thereto; and

WHEREAS, the Plan was most recently restated with the Twenty-Seventh (Restatement) Amendment thereto and has been amended one (1) time subsequent to the adoption thereof; and

WHEREAS, the Authority has determined it is necessary to restate the Plan in its entirety; and

WHEREAS, the Authority has previously restricted participation in the Plan to employees hired before January 1, 2013 (and January 1, 2014 for certain seasonal employees); and

WHEREAS, Section 11.2 of the Twenty-Seventh (Restatement) Amendment grants the Authority the power to amend and restate the Plan in its entirety, in the manner and to the extent hereinafter set forth, and the Trustee is amenable to such amendment and restatement.

THIS AGREEMENT, as to the amendment and restatement of the Plan will not affect such prior pension trust agreement provisions except as specifically stated herein.

THIS AGREEMENT shall not nor does it affect the rights and benefits of any former Employee who retired, died, or otherwise terminated employment with the Authority before January 1, 2021, except as specifically stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Authority hereby amends and restates the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement effective as of January 1, 2021 (except as otherwise noted) in the following manner:

ARTICLE 1 -DEFINITIONS

As used in the Plan, the following words, terms, and phrases will have the meanings defined below unless a different meaning is plainly required by the context:

1.1 ACTUARIAL EQUIVALENT means the equivalence in the present value of various forms of payment. Present value will be determined by the Plan's actuary based upon the mortality tables and interest rates established from time to time by the Trustee. For purposes of determining the actuarial equivalence of benefits for all options specified in the Plan except the single-sum payment, the actuary for the Plan shall use a 6.75% interest rate and the RP-2014 General, Healthy, Retiree, Male and Female tables projected to 2020 using the MP-2015 improvement scale. The unisex blend shall be 80% male and 20% female. In the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on the Pension Benefit Guaranty Corporation interest rate for Normal Retirement Benefits published approximately thirty (30) days prior to the payment of the benefit. Effective for the Park Superintendent/Department Head and Police Officers Association of Michigan Park Rangers Units as of February 10, 1994, in the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Supervisory and Professional Units as of March 10, 1994, in the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Non-Supervisory Units as of July 14, 1994, in the case of a permitted single-sum payment, the Unisex Pension 1984 Table will be used based on an interest rate of 8%. Effective for the Seasonal Employees as of January 1, 1994 and ending December 31, 2013, in the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%.

1.2 ACTUARIAL GAIN means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

1.3 ANNIVERSARY DATE means (a) October 1 for Plan Years beginning before January 1, 2014; and (b) January 1 for Plan Years beginning after September 30, 2014.

1.4 ANNUITANT means any Participant retired and receiving retirement income benefits under the Plan.

1.5 AUTHORITY means Huron-Clinton Metropolitan Authority, a public corporation organized and existing under the laws of the State of Michigan.

1.6 BENEFICIARY means any person or persons designated in writing by a Participant to receive any benefits which may be payable under the Plan upon or after the Participant's death.

1.7 BOARD OF COMMISSIONERS means the board of commissioners of the Authority, as constituted from time to time.

1.8 BREAK IN SERVICE has the meaning set forth in Section 2.3.

1.9 CODE means the Internal Revenue Code of 1986, as amended.

1.10 COMMITTEE means the pension committee which will direct the general administration of the Plan in accordance with the provisions hereof and as further described in Article 8.

1.11 COMPENSATION RATE means an Employee's regular or basic rate of pay (e.g., hourly, daily, weekly, monthly, or annual, including any amounts deferred) on the August 1 next preceding the Effective Date and on the August 1 next preceding each Anniversary Date thereafter and will be exclusive of bonuses, overtime pay, or other extra compensation of any kind. Except as provided elsewhere in this Plan, compensation shall include only that which is actually paid to the Participant during the determination period. The determination period is the Plan Year.

For years beginning on or after January 1, 1989, and before January 1, 1994, the annual compensation of each Participant taken into account for determining all benefits provided under the Plan for any Plan Year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code §415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning with or within such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990.

For years beginning on or after January 1, 1994, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with Code §401(a)(17)(B).

For Plan Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination period shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year.

If a determination period consists of fewer than twelve (12) months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12).

If compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior

determination period is subject to the applicable annual compensation limit in effect for that prior period.

In addition to other application limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1996, the annual compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Board of Commissioners for increases in the cost of living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12). For Plan Years beginning on or after January 1, 1996, any reference in this Plan to the limitation under Code §401(a)(17) shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for that prior determination period is subject to the applicable annual compensation limit in effect for that period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1996, the OBRA '93 annual compensation limit is \$150,000.

Unless otherwise provided under the Plan, each Code §401(a)(17) Participant's accrued benefit under this Plan will be the greater of the accrued benefit determined for the Participant under (a) or (b) below:

(a) the Participant's accrued benefit determination with respect to the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's total years of Service taken into account under the Plan for the purposes of benefits accruals, or

(b) the sum of:

(i) the Participant's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1996, frozen in accordance with Treasury Regulations §1.401(a)(4)-13, and

(ii) the Participant's accrued benefit determined under the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's years of service credited to the Employee for Plan Years beginning on or after January 1, 1996, for purposes of benefits accruals.

A Code §401(a)(17) Participant means a Participant whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1996, is based on compensation for a year beginning on or after January 1, 1996, that does not exceed \$150,000.

For limitation years beginning after December 31, 1997, compensation paid or made available during such limitation year shall include amounts that would otherwise be included in compensation but for an election under Code §125(a) and/or Code §457(b). For limitation years beginning after December 31, 2000, compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code §132(f)(4).

1.12 DISABILITY RETIREMENT means retirement which occurs when a Participant is approved for disability benefits as determined by the Social Security Administration and has provided the Plan Administrator with a copy of his disability declaration letter from said Social Security Administration.

1.13 DISABILITY RETIREMENT BENEFIT means the Disability Retirement benefit described in Section 3.6.

1.14 DISABILITY RETIREMENT DATE means the first day of the month next following the date on which a Disability Retirement occurs.

1.15 EARLY RETIREMENT means retirement which occurs when a Participant terminates employment with the Authority subsequent to his fifty-fifth (55th) birthday (but prior to his Normal Retirement Date) and after having completed ten (10) or more years of Service.

1.16 EARLY RETIREMENT BENEFIT means the Early Retirement benefit described in Section 3.4.

1.17 EARLY RETIREMENT DATE means the first day of the month next following the date on which an Early Retirement occurs.

1.18 EFFECTIVE DATE of this Plan means October 1, 1952. The Plan has been amended and restated several times since then. Except as otherwise provided, this Restatement is effective January 1, 2021.

1.19 EMPLOYEE means any person employed and classified by the Authority as a Full-Time Employee who was hired and started employment with the Authority (or any other employer required to be aggregated with the Authority under Code §§414(b), (c), (m), or (o)) before January 1, 2013 or a part-time Seasonal Employee hired before January 1, 2014. “Full-Time Employees” are those employees regularly scheduled to work at least 40 hours in any one calendar week. Retired employees, provisional employees (that is, persons employed and compensated for not more than 1500 hours in a calendar year and received no benefits), persons employed on a retainer or fee basis, and persons on the Board of Commissioners who are not regular Full-Time Employees shall not be included within the meaning of “Employee.” For

these purposes, an Employee is an individual whom the Authority exercises control over the hiring, firing, discipline, and promotion of, as well as controls when, where, and how the worker performs his job. In the event an individual whom the Authority has classified as an independent contractor is subsequently determined, by a court of competent jurisdiction, to be a common law employee, such determination shall be effective for the purposes of this Plan only as of the first day of the first Plan Year after such determination. The term "Employee" shall also include any full-time Leased Employee deemed to be an employee of the Authority (or any other employer required to be aggregated with the Authority under Code §§414(b), (c), (m), or (o)) as provided in Code §§414(n) or (o).

1.20 ESTIMATED SOCIAL SECURITY BENEFIT means an estimate of the annual primary Social Security benefit to which an Employee would be entitled as of attainment of age sixty-two (62) based on the assumptions that:

(a) The Employee has been continuously covered under the Social Security Act since the later of 1951 or the Employee's twenty-first (21st) birthday.

(b) The Employee's compensation for the calendar year preceding his date of termination of employment was equal to his annualized Compensation Rate for such year.

(c) For each calendar year prior to each year in (b), such compensation shall be assumed to have changed in proportion to the national average wage determined by the Social Security Administration for a particular year. An estimate of such wage shall be made only for years for which a national average wage has not been determined.

(d) The Employee shall be deemed to have received no remuneration for Social Security purposes subsequent to the December 31 coincident with or immediately preceding the date of termination of employment.

The aforesaid estimate shall be based upon the Social Security Act in effect on the January 1 coincident with or immediately preceding termination of employment.

1.21 FINAL AVERAGE EARNINGS means the average of Monthly Compensation paid in the five (5) consecutive years during the last ten (10) years preceding retirement which will produce the highest benefit for the Participant. If a Participant has less than five (5) consecutive years of Plan participation, then Final Average Earnings means the Compensation Rate paid for the actual years of participation, provided further that the Compensation Rate in any year in which the Participant has a Break in Service will be disregarded and the Compensation Rate paid in the years immediately before and after the Break(s) in Service, as the case may be, will be used as consecutive years as though the Break in Service did not occur.

1.22 HIGHLY COMPENSATED EMPLOYEE means any Employee who (1) was a 5-percent owner at any time during the year or the preceding year, or (2), for the preceding year, had compensation from the Authority in excess of \$80,000 and was in the top-paid group for the preceding year (as further explained below). The \$80,000 amount shall be adjusted at the same time and in the same manner as under Code §415(d), except that the base period shall be the

calendar quarter ending September 30, 1996. For this purpose the applicable year of the Plan for which a determination is being made is called a determination year, and the preceding 12-month period is called a look-back year. The determination of whether a former Employee is a highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with §1.414(q)-1T, A-4 of the temporary Treasury Regulations and Notice 97-45. In determining who is a Highly Compensated Employee, the Authority makes a top paid group election for a determination year. The effect of this election is that an Employee (who is not a 5-percent owner at any time during the determination year or the look-back year) with compensation in excess of \$80,000 (as adjusted) for the look-back year is a Highly Compensated Employee only if the Employee was in the top-paid group for the look-back year. In determining who is a Highly Compensated Employee, the Authority makes a calendar year data election for a determination year. The effect of this election is that the look-back year is the calendar year beginning with or within the look-back year. This election shall not be used to determine whether Employees are highly compensated employees on account of being 5-percent owners.

1.23 LEASED EMPLOYEE means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. A Leased Employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code §415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee’s gross income under Code §§125, 402(e)(3), 402(h)(1)(B) or 403(b), (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20 percent of the recipient’s nonhighly compensated workforce.

1.24 MONTHLY COMPENSATION will be determined as follows:

(a) For each Employee paid on an hourly basis, 173.333 multiplied by his hourly Compensation Rate.

(b) For each Employee paid on a bi-weekly basis, 2.167 multiplied by his bi-weekly Compensation Rate.

(c) For each Employee paid on an annual basis, .083 multiplied by his annual Compensation Rate.

1.25 NORMAL RETIREMENT means retirement which occurs when a Participant terminates employment with the Authority upon obtaining the Normal Retirement Age.

1.26 NORMAL RETIREMENT AGE means a Participant's 65th birthday.

1.27 NORMAL RETIREMENT BENEFIT means the Normal Retirement benefit described in Section 3.1.

1.28 NORMAL RETIREMENT DATE means the first day of the month coincident with or next following the Normal Retirement Age.

1.29 PARTICIPANT means an Employee who has joined the Plan as provided in Article 2 prior to January 1, 2013, or, if applicable as to Seasonal Employees hired before January 1, 2014, as described in Article 14.

1.30 PLAN ADMINISTRATOR means the Authority.

1.31 PLAN YEAR means the twelve (12) consecutive month period ending December 31 (commencing January 1, 2015), after a short Plan Year beginning on October 1, 2014 and ending on December 31, 2014. Prior to the 2014 plan year, the plan year commenced on October 1 and ended on the next following September 30. The limitation year is the Plan Year.

1.32 PLAN means this Huron-Clinton Metropolitan Authority Employees' Retirement Plan, as amended from time to time.

1.33 SEASONAL EMPLOYEE has the meaning set forth in Article 14.

1.34 SERVICE means any period of full-time employment by the Authority as an Employee as shown by the records of the Authority and as defined in Article 2 or, if applicable, Service as defined in Article 14.

1.35 SOCIAL SECURITY RETIREMENT AGE means the age used as the retirement age for an Employee under §216(l) of the Social Security Act.

1.36 TRUSTEE means the Trustee named herein, and any duly appointed successor Trustee.

Masculine gender will include the feminine, and wherever appropriate, the singular will include the plural or the plural may be read as the singular.

It is noted that certain technical terminology is used throughout this document to comply with various regulatory requirements in order to maintain the Plan's tax qualified status. As specified in Article 8, the Committee will construe the terms of this document, including disputed or doubtful terms, even if there is a judicial determination that a previous interpretation of the same Plan terms were arbitrary or capricious.

ARTICLE 2 - PARTICIPATION

2.1 ELIGIBILITY REQUIREMENTS. Each Employee will be eligible to become a Participant on the first Anniversary Date on which he meets the following requirements:

- (a) He has attained his 21st birthday, and
- (b) He has completed at least one (1) year of Service.

2.2 SERVICE.

(a) Except as may be adjusted by reason of Section 2.4, "Service Commencement Date" is the Employee's most recent full-time employment date by the Authority.

(b) "Service Termination Date" is the date on which the Employee's continuous Service with the Authority is broken by reason of termination of employment with the Authority, death, loss of re-employment rights following a military leave of absence, or the date on which an Employee retires.

(c) Service is the amount of full-time employment, computed to the nearest month with paid employment for at least one hour in a month equaling one month, between the Service Commencement Date and the Service Termination Date.

2.3 BREAK IN SERVICE AND SERVICE TERMINATION. A "Break in Service" will occur when an Employee terminates his employment with the Authority and is re-employed within twelve (12) months of the Service Termination Date. Service will not be recognized with respect to the period during which Employee was not employed by the Authority. Employees that incur a Break in Service are eligible to receive benefits under this Plan. A "Service Termination" will occur when an Employee terminates his employment with the Authority and is not re-employed within twelve (12) months of his Service Termination Date.

2.4 REINSTATEMENT OF SERVICE. A "Reinstatement of Service" occurs when an Employee that has terminated his employment with the Authority is then re-employed twelve (12) months after his Service Termination Date. An Employee that is reinstated twelve (12) months after his Service Termination Date is eligible for the Authority's defined contribution retirement plan only as of the date of such rehire.

~~2.5 INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES. Notwithstanding anything contained herein to the contrary, the Executive Director's Service with any county that is a member of the Authority shall be used in determining his Service for benefit and vesting purposes under this Plan. Notwithstanding anything contained herein to the contrary, effective as of February 12, 2015, no service shall be awarded or credited under this Section 2.5.~~

ARTICLE 3 - BENEFITS

3.1 NORMAL FORM – LIFE ONLY. The normal form of benefit at retirement will be a monthly life annuity payable to the Participant commencing on his Normal Retirement Date or any other retirement date, and terminating with the last payment preceding his death. The normal form of benefit will not be expressed in the form of a joint and survivor annuity. A Participant may elect, in lieu of the Normal Retirement benefit, any optional mode of payment as specified in Section 3.2.

The retirement benefit on the normal form to which each Participant may become entitled under the Plan will be determined in accordance with the following formula, to a maximum of 71% of Final Average Earnings as applicable: 2.0% of Final Average Earnings for each year of Service or a fraction thereof at retirement.

Benefits computed under the foregoing formula will be subject to a minimum of \$279.41 per month on the normal form, but if the Participant will have completed less than 25 years of Service at retirement, then such benefit will be subject to a reduction of 1/25 for each year of Service, or fraction thereof, less than 25 at retirement. Benefits will be paid only at Normal Retirement Age, or on death, disability, termination of employment, Plan termination, or attainment of age 62.

All benefit calculations of each option available to the Employee under this Plan will be computed by an actuarial consultant selected and under contract with the Authority as selected by the Committee. The terms of any annuity contract purchased and distributed by the Plan to a Participant or spouse shall comply with the requirements of this Plan. Any annuity contract distributed herefrom must be nontransferable.

3.2 OPTIONAL MODES OF PAYMENT.

(a) *Joint Annuity Option.* A married Participant will have the option to convert the normal form of retirement (life only) into a reduced retirement benefit for himself, with the provision that 100% or 50% of such reduced retirement benefit, according to his election, will be continued to his spouse, if such spouse is living at the time of death of the retired Participant. "Spouse" means the Participant's spouse at the time of retirement. The 100% Joint Annuity Option may be elected with 120 monthly payments guaranteed. Effective January 1, 1994, if a Participant's spouse dies before the Participant and after benefits commence, the retirement benefit payable to the Participant shall be converted back to the normal form of retirement, and such normal form of retirement shall be payable to the Participant commencing on the first day of the month coincident with or next following such spouse's death. This provision is applicable to all Participants for spousal deaths that occur on or after January 1, 1994.

(b) *Period Certain Option.* A Participant will have the option to convert the normal form of retirement (life only) into a retirement benefit payable as long as he lives, but guaranteed for a period of ten (10) or fifteen (15) years, according to his election, beginning on the date retirement payments commence. If the Participant dies before expiration of the

guaranteed period, such payments will be continued to a designated beneficiary, or, in the absence of a surviving designated beneficiary, the commuted value of such payments will be paid to the Participant's estate in one single-sum. If the designated beneficiary should die after having received at least one payment and if further payments are due after his death, such further payments will be made to any person designated by the Participant as an alternate beneficiary or, in the absence of an alternate surviving beneficiary, the commuted value of such payments will be paid to the estate of the last surviving beneficiary in one single-sum.

(c) *Single-Sum Option.* A Participant has the option to convert the normal form of retirement (life only) into an Actuarial Equivalent single-sum payment, provided that any Participant who is a member of the Huron-Clinton Metropolitan Authority Employees' Association and who retires on a Disability Retirement may not elect the option described in this subsection (c). Employees first hired after January 1, 1994 shall not be eligible to elect this single sum optional mode of payment.

(d) *Social Security Leveling Option.* A Participant who is eligible for Early Retirement and who retires prior to attainment of age 62 will have the option to convert the 100% joint annuity option form, the ten (10) year period certain option, or the normal form of retirement benefit (life only) into an increased monthly benefit payable for each month prior to the Participant's attainment of age 62 and a reduced monthly benefit payable thereafter according to the form of benefit elected. The amount of monthly benefit will be determined as follows:

(i) The increased monthly benefit payable prior to the Participant's attainment of age 62 will equal the sum of (A) and (B) where:

(A) is the Participant's Early Retirement Benefit, adjusted for the 100% joint annuity option, if applicable, and calculated as if this Social Security Leveling Option had not been elected; and

(B) is the Estimated Social Security Benefit as determined in accordance with Section 1.20, reduced to an Actuarial Equivalent amount based upon the number of months that the commencement date of the Early Retirement Benefit precedes the first day of the month following the date the Participant attains age 62.

(ii) The reduced monthly benefit payable subsequent to attainment of age 62 shall be equal to the benefit calculated in (A) above minus the Estimated Social Security Benefit without the reduction for early commencement provided in (B) above.

In the event of the Participant's death, the benefit payable to the spouse or beneficiary of such Participant will continue as provided by the option elected. The amount of such benefit will be determined based on the Participant's sixty-second (62nd) birthdate.

3.3 CREDITED DEFERRED RETIREMENT. The retirement benefit to which a Participant who elects to remain an Employee after Normal Retirement Date will be entitled to is

the amount determined under the foregoing formula with Service and Final Average Earnings to such actual retirement.

3.4 EARLY RETIREMENT.

(a) *Prior to January 1, 2002:* The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date (the "Early Retirement Benefit"). In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including the Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the Normal Retirement Date, will have their benefit reduced by one-half of one percent (1/2 of 1%) for each month by which the elected benefit payment commencement date precedes the Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixty-first (61st) birthday, will have their benefit reduced by one-fourth of one percent (1/4 of 1%) for each of the first twelve (12) months by which the elected benefit payment commencement date precedes the first day of the month coincident with or next following their sixty-first (61st) birthday and one-half of one percent (1/2 of 1%) for each month in excess of twelve (12) months. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixty-first (61st) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to the Normal Retirement Date. Effective January 1, 1994, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 67% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 67% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(b) *On or after January 1, 2002:* The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date. In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including the Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the Normal Retirement Date, will have their benefit reduced by one-half of one percent (1/2 of 1%) for each month by which the elected benefit payment commencement date precedes the Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixtieth (60th) birthday, will have their

benefit reduced by one-half of one percent (1/2 of 1%) for each month by which the elected benefit payment commencement date precedes their sixtieth (60th) birthday. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixtieth (60th) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to the Normal Retirement Date. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings, the Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(c) Effective April 1, 2012: Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to June 30, 2012 and is employed in one of the following Huron-Clinton Metropolitan Authority Employees' Association bargaining units:

Department Head Unit
Supervisory Unit
Professional Unit
Non-Supervisory Unit

will be offered a one-time irrevocable election to retire under the following conditions:

(i) Participant will receive an Early Retirement Benefit under the Plan calculated in the same manner as the Normal Retirement Benefit but without reduction for commencement prior to their Normal Retirement Date.

(ii) The Compensation Rate in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.

(iii) Participant must complete valid retirement application on or after April 1, 2012 and prior to June 30, 2012.

(d) Effective February 1, 2013: Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to April 30, 2013 and is employed in the Huron-Clinton Metropolitan Authority Rangers (Police Officers Association of Michigan) bargaining unit will be offered a one-time irrevocable election to retire under the following conditions:

(i) Participant will receive an Early Retirement Benefit under the Plan calculated in the same manner as the Normal Retirement Benefit but without reduction for commencement prior to their Normal Retirement Date;

(ii) The Compensation Rate in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings; and

(iii) Participant must have completed a valid retirement application on or after February 1, 2013 and prior to April 30, 2013.

3.5 DEFERRED RETIREMENT BENEFITS. A Participant who defers retirement in accordance with the provisions of Section 3.2 or 3.3 will, beginning on his deferred retirement date, receive the adjusted retirement benefit under any option he may have elected. Provided, however, that any Participant whose Actuarial Equivalent single sum payment value of his benefit is equal to or less than \$10,000 may elect to receive his benefit as an immediate cashout under Section 5.2.

3.6 DISABILITY RETIREMENT. The retirement benefit to which a Participant who qualifies and applies for Disability Retirement will be entitled is the amount determined under the normal formula, based on such Participant's Service until his Disability Retirement Date, without reduction for Early Retirement ("Disability Retirement Benefit"). The initial determination of total and permanent disability by the Social Security Administration will be deemed to be final and conclusive.

3.7 COORDINATION OF BENEFITS.

(a) *Long Term Disability*. The monthly Disability Retirement Benefit will be reduced by the amount of any benefits received under the long term disability insurance provided by the Authority.

(b) *Workers' Compensation Benefits*. In determining the monthly retirement benefits payable to any retired Participant, a deduction shall be made for workers' compensation benefits (except payments allocated for hospitalization, fixed statutory payments for the loss of any bodily member, payments for loss of industrial vision, or legal fees).

If workers' compensation benefits are stated as a specified amount per week for a designated calendar period, then the monthly amount shall, for purposes of this subsection, be $4\frac{1}{3}$ times such weekly amount. For any calendar month during which the amount of benefits deductible under this subsection, when thus computed on a monthly basis, exceeds the amount of the monthly retirement benefit otherwise payable for that month, no retirement benefit shall be payable. For any calendar month in which the amount of benefits deductible under this subsection, when computed on a monthly basis, is less than the monthly retirement benefit payable for that month, such lesser amount shall be deducted from the monthly retirement benefit payable for that month.

If workers' compensation is not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly pension benefits first become payable, then an equivalent monthly amount of such award shall be computed, for purposes of this subsection, at $4\frac{1}{3}$ times the amount of the weekly workers' compensation benefit provided by the applicable statute for the retired Participants and the retired Participants' dependents. The total workers' compensation award shall be divided by such computed equivalent monthly

amount to determine the number of months and fractions of months during which monthly retirement benefits shall be reduced or suspended altogether.

Lump sum awards providing for the payment in advance of workers' compensation benefits which are definitely allocable to specific weeks in a calendar period will be deducted on the same basis as if the award had been payable on a weekly basis.

3.8 DEATH PRIOR TO RETIREMENT.

(a) Notwithstanding any other provisions of the Plan, no benefits are payable from the Plan in the event a Participant dies with less than twenty-five (25) years of Service as of the Anniversary Date of the calendar year of death, and such death is prior to the date on which his retirement benefit or deferred retirement benefit is to commence.

(b) The death benefit payable to the spouse of a Participant with at least twenty-five (25) years of Service as of the Anniversary Date prior to death is equal to 50% of the amount determined under Section 3.1 reduced to the Actuarial Equivalent of a 50% Joint Annuity Option (as described in Section 3.2(a)) with 120 monthly payments guaranteed. The amount shall be determined under the normal formula based on the Participant's Service until his death, without reduction for Early Retirement. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue as long as such Participant's spouse lives, but guaranteed for a period of 120 months beginning on the date the death benefit payments commence under the conditions set forth herein. If such spouse dies before expiration of the 120-month guaranteed period, such payments will continue to a designated beneficiary who must be a legal dependent of the Participant as of the date of death. If there is more than one (1) legal dependent, then the payment shall be divided equally among such legal dependents. If there is no such designated beneficiary, then payments shall cease upon the death of the spouse. During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

(c) The death benefit payable to the legal dependent of a Participant who does not have a spouse but has at least twenty-five (25) years of Service as of the Anniversary Date prior to death is equal to 50% of the amount determined under Section 3.1. The amount shall be determined under the normal formula based on the Participant's Service until his death, without reduction for Early Retirement. If there is more than one (1) legal dependent, then the payment shall be divided equally among such legal dependents. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue for the lesser of ten (10) years or until each such legal dependent attains age twenty-five (25). As each such legal dependent attains age twenty-five (25), the share shall be distributed equally to each of the other eligible legal dependents. During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

For purposes of Sections 3.7(b) and (c) the term "legal dependents" has the same meaning as the word "dependent" as set forth in Code §152 or any successor section of the Code.

(d) Election of an option under Section 3.2(a), or Section 3.2(d) with the 100% annuity, will be null and void in the event the joint annuitant's death occurs after the election in Section 5.1 becomes final, but before the date on which retirement benefits are to commence. A Participant subject to this provision may then elect, in addition to the normal form, an option under Section 3.2(b), 3.2(c), or 3.2(d) in the normal form. If a Participant subject to this provision fails to make a new election within a reasonable time after the death of the joint annuitant, he shall be deemed to have elected the normal form.

3.9 MAXIMUM RETIREMENT BENEFITS.

(a) *Limitation on Benefits*

(i) The limitations in this section shall apply to limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

(ii) The annual benefit otherwise payable to a Participant at any time shall not exceed the maximum permissible benefit. If the benefit the Participant would otherwise accrue in a limitation year would produce an annual benefit in excess of the maximum permissible benefit, then the benefit shall be limited (or the rate of accrual reduced) to the extent necessary so that the benefit does not exceed the maximum permissible benefit.

(iii) If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the employer or a predecessor employer, then the sum of the Participant's annual benefits from all such plans may not exceed the maximum permissible benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the maximum permissible benefit applicable at that age, this Plan's benefit accrual shall be limited.

(iv) The application of the provisions of this section shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Authority or predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under the provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code §415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Treasury Regulations §1.415(a)-1(g)(4).

(v) The limitations of this section shall be determined and applied taking into account Section 3.9(b).

(vi) Definitions.

(A) Annual Benefit: A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity

that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitation of this section. For a Participant who has or will have distributions commencing at more than one annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treasury Regulations §1.401(a)-20, Q&A 10(d), but with regard to Treasury Regulations §1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (1) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (2) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and post-retirement medical benefits); or (3) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code §417(e)(3) and would otherwise satisfy the limitations of this section, and the Plan provides that the amount payable under the form of benefit in any limitation year shall not exceed the limits of this section applicable at the annuity starting date, as increased in subsequent years pursuant to Code §415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the annual benefit shall take into account social security supplements described in Code §411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with the following:

(i) *Benefit Forms Not Subject to Code §417(e)(3).* The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this section if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code §401(a)(11)).

(1) *Limitation Years beginning before July 1, 2007.* For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit

computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in the same form; and (b) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 1.1 for that annuity starting date.

(2) *Limitation Years beginning on or after July 1, 2007.*

For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of: (a) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 1.1 for that annuity starting date.

(ii) *Benefit Forms Subject to Code §417(e)(3):* The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 3.9(a)(vi)(A)(i) above. In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(1) *Annuity Starting Date in Plan Years Beginning After 2005.* If the annuity starting date of the Participant's benefit occurs during a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (a) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in the same form; (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent (5.5%) interest rate assumption and the applicable mortality table defined in Section 1.1; and (c) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in Section 1.1 and the applicable mortality table defined in Section 1.1, divided by 1.05. However, effective for benefits with annuity starting dates during limitation years beginning after December 31, 2008, Section 3.9(a)(vi)(ii)(1)(c) does not apply to a plan maintained by an eligible employer under Code §408(p)(2)(C)(i) (generally, an employer that had no more than 100 employees who received at least \$5,000 of compensation from the employer during the preceding year).

(2) *Annuity Starting Date in Plan Years Beginning in 2004 or 2005.* If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in

the same form; and (b) a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 1.1.

If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this section shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this section, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

(a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1 for adjusting benefits in the same form (as provided under the terms of the Plan in effect as of the date of the distribution);

(b) the applicable interest rate defined in Section 1.1 and the applicable mortality table defined in Section 1.1 (as provided under the terms of the Plan in effect as of the date of the distribution); and

(c) the applicable interest rate defined in Section 1.1 (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in Section 1.1.

(B) Defined Benefit Dollar Limitation: Effective for limitation years ending after December 31, 2001, the defined benefit dollar limitation is \$160,000, automatically adjusted under Code §415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the defined benefit dollar limitation under Code §415(d) shall not apply to Participants who have had a separation from employment.

(C) Employer: For purposes of this section, "employer" shall mean the Authority, and all members of a controlled group of corporations (as defined in Code §414(b), as modified by Code §415(h)), all commonly controlled trades or businesses (as defined in Code §414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code §415(h)), or affiliated service groups (as defined in Code §414(m)) of which the Authority is a part, and any other entity required to be aggregated with the employer pursuant to Code §414(o).

(D) Formerly Affiliated Plan of the Employer: A plan that, immediately prior to the cessation of affiliation, was actually maintained by the Authority and, immediately after the cessation of affiliation, is not actually maintained by the Authority. For this purpose, cessation of affiliation means the event that causes an entity to no longer be

considered the employer, such as the sale of a member controlled group of corporations (as defined in Code §414(b), as modified by Code §415(h)), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(E) Limitation Year: The Plan Year. All qualified plans maintained by the employer must use the same limitation year. If the limitation year is amended to a different 12-consecutive month period, the new limitation year must begin on a date within the limitation year in which the amendment is made.

(F) Maximum Permissible Benefit: The lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided below).

(i) Adjustment for Less Than 10 Years of Participation or Service: If the Participant has less than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction – (a) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the Plan, and (b) the denominator of which is ten (10). In the case of a Participant who has less than ten (10) years of Service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction – (a) the numerator of which is the number of years (or part thereof, but not less than one year) of Service with the employer, and (b) the denominator of which is ten (10).

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in limitation years ending after December 31, 2001, the defined benefit dollar limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the defined benefit dollar limitation shall be adjusted under Section 3.9(a)(vi)(F)(ii)(A), as modified by Section 3.9(a)(vi)(F)(ii)(C). If the annuity starting date is after age 65, the defined benefit dollar limitation shall be adjusted under Section 3.9(a)(vi)(F)(ii)(B), as modified by Section 3.9(a)(vi)(F)(ii)(C).

(A) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62:

(1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1; or (b) a five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 1.1.

(2) Limitation Years Beginning on or After July 1, 2007.

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation of the Participant's annuity starting date is the lesser of the limitation determined under Section 3.9(a)(vi)(F)(ii)(A)(2)(a) and the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this section.

(c) Notwithstanding any other provisions of this Section 3.9(a)(vi)(F)(ii)(A), the age-adjusted dollar limit applicable to a Participant shall not decrease on account of an increase in age or the performance of additional service.

(B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

(1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning before July 1, 2007, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in

Section 1.1 and the mortality table (or other tabular factor) specified in Section 1.1; or (b) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 1.1.

(2) Limitation Years Beginning on or After July 1, 2007.

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

(b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the lesser of the limitation determined under Section 3.9(a)(vi)(F)((ii)(B)(2)(a) and the defined benefit dollar limitation (adjusted under Section 3.9(a)(vi)(F)(i) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this section. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(c) Notwithstanding the other requirements of this Section 3.9(a)(vi)(F)(ii) in adjusting the defined benefit dollar limitation for the Participant's annuity starting date under Section 3.9(a)(vi)(F)(ii)(A)(1), Section 3.9(a)(vi)(F)(ii)(A)(2)(a), Section 3.9(a)(vi)(F)((ii)(B)(1), or Section 3.9(a)(vi)(F)((ii)(B)(2)(a), no adjustment shall be made to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are

forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code §417(c), upon the Participant's death.

(iii) **Minimum Benefit Permitted:** Notwithstanding anything else in this subsection to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the maximum permissible benefit if:

(A) the retirement benefits payable for a limitation year under any form of benefit as to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction – (1) the numerator of which is the Participant's number of years (or part thereof, but not less than one year) of Service (not to exceed ten (10)) with the employer, and (2) the denominator of which is ten (10); and

(B) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code §401(h), and accounts for postretirement medical benefits established under Code §419A(d)(1) are not considered a separate defined contribution plan).

(G) **Predecessor Employer:** If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in this Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(H) **Severance from Employment:** An Employee has a severance from employment when the Employee ceases to be an Employee of the Authority. An Employee does not have a severance from employment if, in connection with a change of employment, the Employee's new employer maintains this Plan with respect to the Employee.

(b) *Other Rules.*

(1) **Benefits Under Terminated Plans.** If a defined benefit plan maintained by the Authority was terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a participant in that plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this section. If there are not sufficient assets for the payment of all participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the participant under the terminated plan.

(2) Benefits Transferred From the Plan. If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan maintained by the Authority, and the transfer is not a transfer of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c), the transferred benefits shall not be treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan that is not maintained by the Authority and the transfer is not a transfer of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c), the transferred benefits shall be treated by the Authority's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Authority that terminated immediately prior to the transfer with sufficient assets to pay all participants' benefit liabilities under the plan. If a participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treasury Regulations §1.411(d)-4, Q&A-3(c) the amount transferred is treated as a benefit paid from the transferor plan.

(c) Formerly Affiliated Plans of the Employer. A formerly affiliated plan of an employer shall be treated as a plan maintained by the Authority, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay participants' benefit liabilities under the plan and had purchased annuities to provide benefits.

(d) Plans of a Predecessor Employer. If the Authority maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the Authority. However, for this purpose, the plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Authority and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the predecessor employer.

(e) Aggregation of Employer's Plans. In accordance with Code §415(f), all of the employer's defined benefit plans are to be treated as one defined benefit plan for purposes of applying the limitations under Code §415(b) and all of the employer's defined contribution plans are to be treated as one defined contribution plan for purposes of applying the limitations under Code §415(c).

(f) Special Rules. The limitations of this section shall be determined and applied taking into account the rules in Treasury Regulation §1.415(f)-1(d), (e) and (h).

(g) Aggregation with Multiemployer Plans.

(i) If the Authority maintains a multiemployer plan, as defined in Code §414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this section.

(ii) Effective for limitation years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Section 3.9(a)(vi)(F)(i) to a plan which is not a multiemployer plan.

3.10 REQUIRED DISTRIBUTIONS. Notwithstanding any other provision of the Plan all methods of benefit payments from the Plan must satisfy the following required distribution rules:

(a) *Before Death.* Benefit payments of each Participant will commence not later than the first day of April following the calendar year in which such Participant retires, over a period not extending beyond the joint life expectancy of such Employee or the joint life expectancies of such Employee and his spouse.

(b) *After Death.* In the situation where:

(i) a Participant dies before his entire interest has been distributed to him, or

(ii) distribution has been commenced to his surviving spouse and such surviving spouse dies before his entire interest has been distributed to such surviving spouse, his entire interest (or the remaining part of such interest if distribution thereof has commenced) will be distributed within five (5) years after his death (or the death of his surviving spouse). The preceding sentence shall not apply if the distribution of the interest of the employee has commenced and such distribution is for a term certain.

All distributions required under this Section 3.10 shall be determined and made in accordance with the Regulations under Code §401(a)(9), including the minimum distribution incidental benefit requirement of Treasury Regulations §1.401(a)(9)-2.

3.11 RETIREE INCREASES.

(a) *Effective October 1, 1987.* A former Participant who retired under the Plan prior to January 1, 1986 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing October 1, 1987 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 1986 and on or after January 1, 1975 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years

from the date of retirement to December 31, 1986, with any partial calendar year being counted as one year, multiplied by one percent (1%).

(ii) a former Participant who retired before January 1, 1975 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1986, with any partial calendar year being counted as one year, multiplied by two percent (2%).

(b) *Effective July 1, 1993.* A former Participant who retired under the Plan prior to January 1, 1993 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in this monthly retirement benefit being received commencing July 1, 1993 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 1993 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1992, with any partial calendar year being counted as one year, multiplied by one percent (1%).

(ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one quarter percent (1¼%).

(iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).

(c) *Effective April 1, 1998.* A former Participant who retired under the Plan prior to January 1, 1997 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing April 1, 1998 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years

from the later of (i) January 1, 1993 or (ii) date of retirement to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one percent (1%).

(ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).

(iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).

(d) *Effective July 1, 2004.* A former Participant who retired under the Plan, prior to January 1, 2004 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving (or becomes entitled to receive) continuation benefit payments under an option elected by such former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing with monthly benefits payable on July 1, 2004 and continuing through the first day of the month in which the former Participant or the surviving Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

(i) a former Participant who retired before January 1, 2004 and on or after January 1, 1997 (and any Beneficiary of such former Participant) shall receive an increase in the monthly benefit otherwise payable, equal to a percentage of such monthly benefit, equal to one percent (1%) multiplied by the number of calendar years from the later of (i) January 1, 1997 or (ii) date of retirement to December 31, 2003 with any partial calendar year being counted as one year.

(ii) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 (and any Beneficiary of such former Participant) shall receive an increase equal to eight and three quarters percent (8.75%) of such monthly benefit.

(iii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to ten and one-half percent (10½%) of such monthly benefit.

(iv) a former Participant who retired before January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to fourteen percent (14%) of such monthly benefit.

ARTICLE 4 - CONTRIBUTIONS

4.1 PARTICIPANT'S CONTRIBUTIONS.

(a) *Pre-Tax Contributions.* Effective January 1, 2013, all Participants shall be required to make a one percent (1%) of Compensation Rate pre-tax contribution to the Plan for each payroll period ("Pre-Tax Contribution"). A Pre-Tax Contribution to the Plan shall be made by payroll withholding as a Code §414(h)(2) pick-up.

(b) *Delivery of Pre-Tax Contributions.* As soon after the date an amount would otherwise be paid to a Participant as it can reasonably be separated from the Authority's assets, the Authority shall cause to be delivered to the Trustee in cash or other negotiable funds the Pre-Tax Contributions attributable to such amounts.

(c) *Vesting of Pre-Tax Contributions.* A Participant shall at all times be one hundred percent (100%) vested in his Pre-Tax Contribution account.

4.2 AUTHORITY'S CONTRIBUTIONS. The Authority expects to make, from time to time, such contributions to the funding medium in accordance with a funding method and policy as determined by actuarial determination of the actuary appointed by the Committee. Such funding policy does not have to be that funding policy required by the Employee Retirement Income Security Act of 1974, but will be the funding policy that would be necessary to at least maintain the Plan as a qualified plan under applicable Federal law. However, the Authority is under no obligation to make any contributions under the Plan after the Plan has been terminated, whether or not benefits accrued prior to such date of termination have been fully funded, except to the extent, if any, such obligation may be imposed on the Authority by the Michigan Constitution.

Contributions made pursuant to this Article 4 will be paid to the trust fund established pursuant to the Trust Agreement in such manner as the Authority will determine from time to time. All such contributions will be held and disbursed in accordance with the provisions of the Plan and Trust Agreement. No persons will have any interest in, or right to, any part of the trust fund except as expressly provided in the Plan.

4.3 IRREVOCABILITY. Prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the Plan, the Authority shall have no right, title, or interest in any money or investments held or acquired under the Plan by the Trustee, nor will any such money or investments at any time revert to the Authority or in any way, directly or indirectly, inure to its benefit, except:

(a) If the Plan is initially disapproved by the Internal Revenue Service, then any contributions made incident to that initial qualification by the employer must be returned to the Authority within one (1) year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Authority's return, if any, for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe;

|

(b) if a contribution made by the Authority in any Plan Year is made by mistake of fact, such contribution must be returned to the Authority within one (1) year of payment of the contribution upon demand by the Authority; and

(c) In the event the deduction of a contribution made by the Authority is disallowed under Code §404, such contribution (to the extent disallowed) must be returned to the Authority within one (1) year of disallowance of the deduction.

ARTICLE 5 - PAYMENT OF BENEFITS

5.1 APPLICATION. An option may be elected by a Participant (including a Participant entitled to a deferred pension pursuant to Section 3.5) not later than one hundred eighty (180) days before the first payment of the retirement benefit to him, by proper written application of the Participant to the Trustee. In the event that an option has been elected, a Participant may not rescind the election, nor may any change be made in the terms of the option or the effective date of the option unless such rescission or change is made at least one hundred eighty (180) days prior to the payment of the retirement benefit to him. At the time a Participant first elects any option or elects or rejects any option at any later date, satisfactory evidence of the Employee's and the Employee's beneficiary's date of birth is required and evidence of matrimony may be required.

5.2 CASH OUTS. Benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$5,000 shall be paid out in a single sum. Effective May 1, 1991, benefits which have (or at the time of any prior distribution had) an Actuarial Equivalent single sum payment value of more than \$5,000, but equal to or less than \$10,000 and are immediately distributable, may be immediately cashed out with the written consent of the Participant. Effective October 1, 2000, benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$5,000 will be paid out in a single sum.

5.3 DIRECT ROLLOVERS.

(a) *Applicability*. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to rollover only a portion of the eligible rollover distribution.

(b) *Definitions*.

(i) Eligible rollover distribution – An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code §401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may only be transferred to (1) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a “traditional IRA”) or a Roth individual retirement account or annuity described in Code §408A (a “Roth IRA”); or (2) to a qualified defined contribution, defined benefit, or annuity plan described in Code §401(a) or Code §403(a) or to an annuity contract described in Code §403(b), if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) Eligible retirement plan – An eligible retirement plan is an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, a “traditional IRA,” a “Roth IRA,” an annuity plan described in Code §403(a), an annuity contract described in Code §403(b), or a qualified defined benefit or defined contribution plan described in Code §401(a), that accepts the distributee’s eligible rollover distribution. The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under an eligible domestic relations order, as defined in Michigan Compiled Laws Section Act 46 of Michigan Compiled Laws of 1991, 38.1701 et. seq. (“EDRO”).

(iii) Distributee – A distributee includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under an EDRO, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in Plan Years beginning after December 31, 2009, a distributee also includes the Participant’s nonspouse designated beneficiary under Section 3.8. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). Also, in this case, the determination of any required minimum distribution under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(iv) Direct rollover – A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) Automatic Rollovers. In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the Participant’s distribution attributable to any rollover contribution is

|

included. For purposes of this section, a nonspouse designated Beneficiary may elect a direct rollover of an eligible rollover distribution that occurs on or after December 30, 2009.

ARTICLE 6 - VESTED BENEFITS

6.1 PARTICIPANT'S RIGHTS ON TERMINATION OF EMPLOYMENT. If a Participant for any cause, except leave of absence (as provided in Article 7), or death, ceases to be actively employed by the Authority prior to his Normal Retirement Date, Early Retirement Date, or Disability Retirement Date, the Employee's participation in the Plan will cease upon incurring a Break in Service and such Participant will have no further right or interest whatsoever under the Plan, except as provided in this Article and Article 2. A Participant's right to his Normal Retirement Benefit shall be nonforfeitable upon attainment of his Normal Retirement Age.

6.2 VESTED BENEFIT. Upon such termination for a reason other than death, or authorized leave of absence (described in Article 7), the terminated Participant shall have a vested interest in the retirement benefit accrued to his date of termination equal to the percentage shown in the following "Vesting Schedule," of the total benefit determined by his number of years of Service.

VESTING SCHEDULE	
FULL YEARS OF SERVICE	VESTED INTEREST IN ACCRUED BENEFIT
Less Than One	0%
One But Less Than Two	10%
Two But Less Than Three	20%
Three But Less Than Four	30%
Four But Less Than Five	40%
Five But Less Than Six	50%
Six But Less Than Seven	60%
Seven But Less Than Eight	70%
Eight But Less Than Nine	80%
Nine But Less Than Ten	90%
Ten or More	100%

6.3 DISPOSITION OF VESTED BENEFIT. Except as otherwise provided in Section 5.2, a Participant's vested benefit will be payable upon proper application as specified in Section 5.1, as of his Normal Retirement Date, or at an earlier time, in accordance with the provisions of Section 3.4.

6.4 DISPOSITION OF FORFEITURES. If the vested benefit of a terminated Participant is less than 100%, any forfeitures resulting from such partial vesting shall be treated as an Actuarial Gain and applied to reduce the contributions of the Authority for subsequent Plan Years.

ARTICLE 7 -LEAVE OF ABSENCE

7.1 SICKNESS OR ACCIDENT. Anything herein to the contrary notwithstanding, if a Participant is on a leave of absence granted by the Authority because of such Participant's sickness or accident, such Participant will be continued as a Participant under the Plan in all respects as though he had continued in active employment for a period not longer than twelve (12) consecutive months from the date such Participant has exhausted all paid leave time granted by the Authority. If within said twelve (12) consecutive month period the Participant resumes active employment and continues for at least twelve (12) months or more thereafter following his return to employment, the entire period of his absence will be considered as a full period of participation under this Plan. If the Participant does not return to active employment with the Authority within said twelve (12) month period, or should not be actively an Employee for one (1) year or more following his return within said twelve (12) month period, he will cease to be a Participant as of the date such Participant had exhausted all paid leave time granted by the Authority and the Trustee will proceed as provided in Article 6. If the Participant is on a leave of absence, as specified in this section, for an excess of twelve (12) months and resumes Service, Service prior to the inception of such sickness or accident will be added to any additional Service earned under the Plan. The provisions of this section will not apply if the Participant qualifies for a Disability Retirement Benefit.

7.2 MILITARY OR GOVERNMENT SERVICE. If a Participant's active employment is interrupted solely because of his entering the Armed Forces of the United States, such Participant will remain a Participant in all respects if he returns to active employment while he has reemployment rights pursuant to Federal law. Should such Participant fail to return to active employment within said time period, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Armed Forces. If such Participant does return to active employment within the time specified, then the entire period of his absence with the Armed Forces will be considered as a full period of participation under this Plan. If a Participant's active employment will be interrupted solely because of his entering, during either a period of national emergency or by reason of any peacetime draft act, the Government of the United States, such Participant will remain a Participant in all respects for a period of time ending 180 days following his discharge from active service from said Government service provided that he must not have voluntarily re-enlisted or consented to continue active Government service after the time when he would normally have been discharged from such active service. Should such Participant fail to return to active employment within said time period, and continue actively to be an Employee for one (1) year or more following his return to employment, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter Government service. If such Participant does return to active employment within the time specified and actively remains an Employee for one (1) year or more following his return, then the entire period of his absence with the Government will be considered as a full period of participation under this Plan. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code §414(u). In addition, the survivors of any Participant who

dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than contributions relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death.

7.3 LEAVE OF ABSENCE WITHOUT PAY. Anything herein to the contrary notwithstanding, no Service will be granted under the Plan for the period of any leave of absence without pay in excess of one (1) month unless approved by the Authority other than as provided in Sections 7.1 or 7.2. If the Participant is on an approved leave of absence without pay and resumes Service, Service prior to the inception of such leave will be added to any additional Service earned under the Plan.

ARTICLE 8 - PROVISIONS RELATING TO PENSION COMMITTEE

8.1 MEMBERSHIP OF PENSION COMMITTEE. The Board of Commissioners of the Authority will appoint a pension committee of seven (7) members, consisting of the Chairman of the Board of Commissioners, two (2) Commissioners At Large appointed for a six (6) year term, the Director of the Authority, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee, the President of the Huron-Clinton Metropolitan Authority Rangers Union of the Police Officers Association of Michigan or his appointee, and one (1) member who is a retiree of the Authority who shall be appointed for a three (3) year term.

Any retiree may nominate himself for appointment to the pension committee by submitting a letter of interest to the Trustee. The Trustee shall receive, maintain, and give all letters of interest to the selection committee for review and action. The selection committee shall be composed of the Director of the Authority or his designee, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee, and the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee. The selection committee may interview all or some of the retirees who have submitted a letter of interest and shall recommend a retiree to the Board of Commissioners for appointment to the pension committee.

A vacancy on the pension committee shall be filled within ninety (90) days, for the unexpired term (where applicable), in the same manner as the position was previously filled.

8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS. The Committee shall choose from its members a Chairman and a Secretary. The Secretary will keep minutes of the Committee's proceedings and will have custody of all records and documents pertaining to its operations. The Committee may employ and suitably compensate such attorneys, actuaries, accountants, consultants, investment managers, custodians, third party benefit payment administrators, and clerical employees as it deems necessary to the performance of its duties.

At least four (4) members of the Committee, one of whom must be either the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee or the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee, are required for a quorum. Each member of the Committee is entitled to one (1) vote on each question before the Committee. At least four (4) concurring votes shall be required for a valid action by the Committee. Either the Chairman or the Secretary may execute any certificate or other written direction on behalf of the Committee.

A member of the Committee who is a Participant will not vote on any question relating specifically to himself; and in the event a majority of the remaining members of the Committee are unable to come to a determination of any such question, the same will be determined by arbitration.

The members of the Committee will serve without bond and without compensation for their services as such; but all expenses of the Committee will be paid pursuant to the provisions of Section 9.1(e).

The Authority shall indemnify, defend, and hold harmless, and to the extent authorized or permitted by law (and consistent with the Plan's favorable tax qualified status under Code §401) any person, and such person's heirs and legal representatives, for any and all alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against such person, arising out of his acts or omissions as a member of the Committee, or by reason of the fact that such person is or was a trustee, director, officer, member, employee, or agent of the Committee or such person served on any formally constituted advisory body or committee of the Committee. However, the Authority shall have no duty to indemnify, defend, or hold harmless where such person is judicially determined to have incurred liability due to fraud, gross neglect, or malfeasance in the exercise and performance of their duties.

The Committee will make available to a Participant or, if deceased, his Beneficiary, for examination during business hours, such records as pertain exclusively to the examining Participant.

8.3 POWERS AND DUTIES OF PENSION COMMITTEE. The Committee, on behalf of the Participants and all other Beneficiaries of the Plan, will enforce the Plan in accordance with the terms of this Trust Agreement, and will have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

- (a) Under advice of counsel, the discretionary authority to construe the terms of the Plan on a consistent basis;
- (b) To determine all questions relating to the eligibility of Employees to become Participants;
- (c) To recommend the amount of contributions to be made by the Board of Commissioners;
- (d) To authorize all disbursements by the Trustee from the Trust;
- (e) To approve an asset allocation Plan for assets of the Trust, to be implemented by the Trustee;
- (f) To make and publish to the Employees of the Authority such rules for the regulation of the Trust as are not inconsistent with the terms of this Agreement;
- (g) To determine the amount of benefits which will be payable to any person in accordance with the provisions of the Plan. Any denial by the Committee of the claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the

Committee and delivered or mailed to the Participant or Beneficiary; and such notice will set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the Committee will afford a reasonable opportunity to any Participant or Beneficiary whose claim for benefits has been denied for a review of the decision denying the claim; and

(h) To delegate any of the above powers and duties to the Trustee and/or one Committee member.

To enable the Committee to perform its functions, the Authority will supply full and timely information to the Committee of all matters relating to the pay of all Participants, their death, their retirement or other termination of employment, and such pertinent facts as the Committee may require.

8.4 AUTHORITY OF THE PENSION COMMITTEE. The Committee, which shall be the plan pension committee for purposes of the Code, shall be responsible for the administration of the Plan and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan, to make benefit determinations, and to resolve any disputes which arise under the Plan. The Committee may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Committee may:

(a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan, which are retained by it or granted to it by this Article, to the Trustee; and

(b) designate a person or persons other than the Committee to carry out any such powers, authority, or responsibilities;

except that no power, authority, or responsibility of the Trustee shall be subject to the provisions of paragraph (b) of this section, and except that no allocation or delegation by the Committee of any of its powers, authority, or responsibilities to the Trustee or investment managers shall become effective unless such allocation or delegation shall first be accepted by the Trustee in a writing signed by it and delivered to the Committee.

8.5 DISCRETIONARY AUTHORITY. In carrying out its duties under the Plan, including making benefit determinations, interpreting or construing the provisions of the Plan, making factual determinations, and resolving disputes, the Committee (or any individual or entity to whom authority has been delegated in accordance with Section 8.4) shall have absolute discretionary authority. The decision of the Committee (or any individual or entity to whom authority has been delegated in accordance with Section 8.4) shall be final and binding on all persons and entitled to the maximum deference allowed by law.

8.6 ACTION OF THE PENSION COMMITTEE. Any act authorized, permitted, or required to be taken under the Plan by the Committee and which has not been delegated in accordance with Section 8.4 may be taken by a majority of the members of the committee

appointed to act on behalf of the Committee, either by vote at a meeting, or in writing without a meeting, or by the employee or employees of the Committee designated by the committee to carry out such acts on behalf of the Committee. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Committee under the Plan shall be in writing and either posted at every employee bulletin board or signed by either (i) a majority of the members of the committee appointed to act on behalf of the Committee or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Committee in accordance with the provisions of this section.

8.7 CLAIMS REVIEW PROCEDURE. Except to the extent that the provisions of any collective bargaining agreement provide another method of resolving claims for benefits under the Plan, the provisions of this section shall control whenever a claim for benefits under the Plan filed by any person (referred to in this section as the “Claimant”) is denied. The provisions of this section shall also control whenever a Claimant seeks a remedy under any applicable law in connection with any error regarding his Benefit and such claim is denied.

Whenever a claim under the Plan is denied, whether in whole or in part, the Committee shall transmit a written notice of such decision to the Claimant within ninety (90) days of the date the claim was filed or, if special circumstances require an extension, within one hundred eighty (180) days of such date, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of (i) the specific reasons for the denial of the claim; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary; (iv) that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents; (v) records and other information relevant to the Claimant’s claim, a description of the review procedures and in the event of an adverse review decision, a statement describing any voluntary review procedures and the Claimant’s right to obtain copies of such procedures; and (vi) a statement that there is no further administrative review following the initial review. The notice shall also include a statement advising the Claimant that, within sixty (60) days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Pension Committee a written request therefor, which request shall contain the following information:

(a) the date on which the Claimant’s request was filed with the Committee; provided, however, that the date on which the Claimant’s request for review was in fact filed with the Committee shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;

(b) the specific portions of the denial of his claim which the Claimant requests the Pension Committee to review;

(c) a statement by the Claimant setting forth the basis upon which he believes the Pension Committee should reverse the previous denial of his claim for benefits and accept his claim as made; and

(d) any written material (offered as exhibits) which the Claimant desires the Committee to examine in its consideration of his position as stated pursuant to paragraph (c) of this section.

Within sixty (60) days of the date determined pursuant to paragraph (a) of this section or, if special circumstances require an extension, within one hundred twenty (120) days of such date, the Committee shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall render its written decision on review to the Claimant. The Committee's decision on review shall be written in a manner calculated to be understood by the Claimant and shall specify the reasons and Plan provisions upon which the Committee's decision was based.

8.8 EXHAUSTION OF REMEDIES. No civil action for benefits under the Plan shall be brought unless and until the aggrieved person has (a) submitted a timely claim for benefits in accordance with this Article, (b) been notified by the Committee that the claim has been denied, (c) filed a written request for a review of the claim in accordance with the preceding section, (d) been notified in writing of an adverse benefit determination on review, and (e) filed the civil action within one (1) year of the date he receives a final adverse determination of his claim on review.

8.9 ELIGIBLE DOMESTIC RELATIONS ORDERS. The Committee shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of M.C.L. 38.1701, *et.seq.*

8.10 ACTIONS BINDING. Subject to the provisions of Section 8.4, any action taken by the Committee which is authorized, permitted, or required under the Plan shall be final and binding upon the Committee, the Trustee, investment managers, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Committee, the Trustee, or the investment managers.

ARTICLE 9 - PROVISIONS RELATING TO TRUSTEE

9.1 POWERS AND DUTIES OF TRUSTEE. The Trustee accepts the trusts hereby created, but only upon the terms and conditions of this Agreement, including the following:

(a) Whenever in the administration of the Trust, a certification is required to be given to the Trustee, or the Trustee will deem it necessary that a matter be proved prior to taking or omitting any action hereunder, such certification will be duly made, and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee, signed in the name of the Authority, under its corporate seal, by its Chairman or Vice Chairman and by its Secretary; or (unless the matter will concern the authority of the Committee) by the Chairman or Secretary of the Committee; but in its discretion the Trustee may, in lieu thereof, accept other evidence of the matter or may require such further evidence as to it may deem reasonable. Generally, the Trustee will be protected in acting upon any notice, resolution, order, certificate, opinion, telegram, letter, or other document believed by the Trustee to be genuine and to have been signed by the proper party or parties.

(b) All monies deposited with the Trustee under any provisions hereof will be deposited by the Trustee with the investment managers selected by the Committee. As soon as practicable after the Effective Date and after each Anniversary Date thereafter, the Trustee will, upon direction of the Committee, deposit with the investment managers selected by the Committee amounts contributed by the Authority pursuant to Section 4.2. The Trustee will be under no duty to invest or have invested any monies deposited with the investment managers selected by the Committee.

(c) The Trustee may consult with legal counsel (who may be counsel for the Authority) with respect to the construction of the Trust Agreement or its duties thereunder, or with respect to any legal proceedings or any question of law; and will be fully protected with respect to any action taken or omitted by it in good faith pursuant to the advice of such counsel.

(d) The Trustee will not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement, and will be entitled to withhold making payments or giving directions to the third party administrator responsible for the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Committee. In the event that any dispute will arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute will have been determined by arbitration or by a court of competent jurisdiction or will have been settled by written stipulation of the parties concerned.

(e) All reasonable expenses of the Trustee incurred in the administration of the Plan and Trust shall be paid from the Trust unless the Authority elects to pay such expenses directly. The Authority further agrees to indemnify the Trustee against any liabilities which it may incur in the performance of its duties hereunder.

(f) The Trustee will keep full records of the administration of the Trust, which the Committee will have the right to examine at any time during the Trustee's regular

business hours. Within ninety (90) days following the close of each Plan Year, the Trustee will furnish the Committee with a statement of its account; and the Committee will promptly notify the Trustee in writing of its approval or disapproval thereof. Failure by the Committee to disapprove within sixty (60) days after its receipt of any such statement will be considered an approval thereof. The approval by the Committee of any statement of account will be binding, as to all matters embraced in the statement, on all parties to this Agreement, and on all Participants and their designated Beneficiaries to the same extent as if the account of the Trustee had been settled and allowed in a proceeding for a judicial settlement of its accounts in any court of competent jurisdiction. Provided, however, that nothing herein contained will deprive the Trustee of its right to have its accounts settled by judicial proceedings, if it so desires. In any such judicial proceedings, all of the necessary and proper parties thereto will be the Trustee, the Authority, and the Committee.

(g) The Trustee is hereby authorized to execute all necessary applications, receipts, and releases to the investment managers selected by the Committee, and will be under the duty, upon being advised by the Committee that any proceeds have become payable hereunder, to give reasonable assistance to the beneficiaries designated therein collecting such sums as may appear to be due. Provided, however, that the Trustee will not be required to institute suit or maintain any litigation to collect such proceeds unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its satisfaction against its counsel fees and all other expenses and liabilities to which it may in its judgment be subjected by such action on its part. Provided, further, that the Trustee will be entitled, out of the proceeds, to reimbursement for expenses incurred in connection with enforcing payment of such proceeds. The Trustee is authorized, with the written approval of the Committee, to compromise and adjust claims upon such terms as it may deem just, and the decision of the Trustee will be conclusive upon all persons interested in the Trust. The Trustee will have no responsibility for the form, genuineness, validity, sufficiency, or effect of any asset at any time included in the Trust, or for any act of the Authority, the Committee, a Participant, or any other person which may render any such asset void, or if for any reason whatsoever (save for its own willful misconduct or gross neglect) any proceeds will become uncollectible.

(h) The Trustee agrees to use reasonable diligence to be aware of and to comply with the applicable provisions of the Internal Revenue Code and other applicable laws and regulations issued thereunder affecting the terms of this Plan.

(i) The Trustee will use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder; it will not be liable for any mistake in judgment or other action made or taken in good faith, or for any loss, unless resulting from its own willful misconduct or gross neglect; and it will not be required to give any bond or other security for the faithful performance of its duties hereunder.

9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE.

(a) The Trustee may resign at any time upon delivering to the Chairman of the Board of Commissioners or Secretary of the Authority a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof.

(b) Any Trustee appointed hereunder may be removed by the Authority by resolution of its Board of Commissioners and by delivery of a certified copy of such resolution to the Trustee, together with written notice of removal, to take effect at a date specified therein, which will not be less than thirty (30) days after delivery of such notice to the Trustee. Provided, that no removal of a Trustee will become effective until all sums due hereunder to the Trustee for its compensation and expenses will have been paid to it, nor until the appointment by the Authority of a successor Trustee to which the Trustee may transfer and deliver the Trust estate.

(c) In case of the death, resignation, or removal of the Trustee, the Trustee will have the right to a settlement of its accounts, which may be made at the option of the Trustee either (1) by judicial settlement in a proceeding instituted by the Trustee in any court of competent jurisdiction, in which proceeding all of the necessary and proper parties will be the Trustee, the Authority, and the Committee; or (2) by agreement of settlement between the Trustee, the Authority, and the Committee.

(d) Upon such settlement, and payment to the Trustee of its expenses and compensation, the Trustee will transfer to the successor Trustee the Trust estate as it may then be constituted, and true copies of such of its records as relate to the Trust, and will execute all documents necessary for transferring the contracts and rights under them; and the Trustee will thereupon be discharged from further accountability for all matters embraced in its settlement.

(e) The Authority will, upon its receipt or giving of notice of the death, resignation, or removal of a previously appointed Trustee forthwith appoint, by resolution of its Board of Commissioners, a bank or trust company organized under the laws of the United States or of a State thereof, or an officer of the Authority, as successor Trustee. Any successor Trustee so appointed may qualify as such by executing, acknowledging, and delivering to the Authority, and to the resigning or removed Trustee, an instrument accepting such appointment; and thereupon such successor, without further act, will become vested with all of the estate, rights, powers, discretion, and duties of its predecessor Trustee with like effect as if originally named as Trustee herein.

ARTICLE 10 - GENERAL PROVISIONS

10.1 NON-ALIENATION OF BENEFITS. The benefits hereunder are intended for the protection of the Participants and their Beneficiaries. No part of or interest in the Plan will be transferable or assignable in any manner, either by voluntary or involuntary act of such Participant or Beneficiary or by operation of law, nor will the same be liable for or be taken for any debt, liability, contract, or any other obligation of any such Participant or Beneficiary. This Section 10.1 will not apply to an eligible domestic relations order as defined in M.C.L. 38.1701, *et seq.*

10.2 RIGHTS TO EMPLOYMENT. Participation in this Plan and Trust will not give any Employee the right to be retained in the Authority's employ or any right or interest in this Plan and Trust other than is herein provided.

ARTICLE 11 - RIGHT TO AMEND OR DISCONTINUE PLAN

11.1 DISCONTINUANCE OF PLAN. It is the expectation of the Authority that it will continue this Plan and the payment of its contributions hereunder indefinitely; but continuance of the Plan is not assumed as a contractual obligation of the Authority, and the right is reserved by the Authority at any time to reduce, suspend, or discontinue its contributions hereunder.

11.2 AMENDMENT OF PLAN. Except as herein limited, or otherwise negotiated in an applicable collective bargaining agreement, the Authority will have the right by appropriate resolution of the Board of Commissioners to amend this Agreement at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing, executed by the Authority as prescribed in Section 9.1(a). Upon delivery of such instrument to the Trustee, this Agreement will be deemed to have been amended in the manner therein set forth, and all Participants will be bound thereby: Provided, however –

(a) That no amendment will increase the duties or liabilities of the Trustee or the Committee without their respective written consents;

(b) That no amendment will have any retroactive effect so as to deprive any Participant or Beneficiary of any benefit already accrued, save only that no amendment made in conformance to mandatory provisions of the Code or any other statute relating to employees' trusts, or any official regulations or rulings issued pursuant thereto, will be considered prejudicial to the rights of any Participant or Beneficiary.

ARTICLE 12 - PROVISIONS ON DISCONTINUANCE OF PLAN

12.1 TERMINATION. This Plan and Trust will terminate upon the happening of any of the following events: (a) dissolution of the Authority; or (b) discontinuance of the Plan by the Authority, upon notice delivered to the Trustee, executed by the Authority as prescribed in Section 9.1(a) and Article 11. Upon termination or partial termination of the Plan, all accrued benefits to the extent funded as of the date of termination shall become irrevocable and fully vested in the Participants, retired Participants, vested active or terminated Participants, joint Annuitants, or Beneficiaries, as the case may be, and the distribution of assets of the fund shall then be made in accordance with this Article 12.

12.2 ALLOCATION OF ASSETS. Upon any such termination, the assets then remaining in the Plan, after providing for the expenses of administration or liquidation of the Plan, will be allocated by the Committee to the extent that they will be sufficient, for the purpose of paying benefits (based on each Employee's Service and Final Average Earnings to the date of discontinuance of the Plan) to retired Employees (or their surviving Beneficiaries) and Employees and former Employees who are entitled to a vested benefit, who retire in the following order of precedence:

(a) To provide pension benefits for Employees (or their surviving Beneficiaries) who will have retired under the Plan at their Normal Retirement Date, Early Retirement Date, or Disability Retirement Date prior to its discontinuance, without reference to the order of their retirement.

(b) To provide pension benefits under the terms of the Plan for Employees age sixty-five (65) or over on the date of discontinuance, without reference to the age of such Employees.

(c) To provide pension benefits under the terms of the Plan for Employees age sixty (60) or over but less than age sixty-five (65) on the date of discontinuance.

(d) To provide pension benefits under the terms of the Plan for Employees below the age of sixty (60) on the date of discontinuance.

(e) Any assets remaining after the above allocations and due to erroneous actuarial calculations shall revert to the Authority or be otherwise allocated among selected groups. Otherwise, the corpus or income of this Trust may not be diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. If Plan benefits are provided through the distribution of annuity or insurance contracts, any refunds or credits in excess of Plan benefits (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) will be paid to the Authority to the extent permitted by the Code.

For purposes of the allocation set forth in this Article 12, former Employees who are entitled, upon proper application, to a vested pension benefit as provided in Section 6.2, will be included in the allocation in their appropriate categories. The Authority will make a reasonable effort to locate any such former Employees, but if any such former Employees have

not been located within a reasonable period of time from the date the Plan is discontinued, their rights to any benefits under the Plan shall be forfeited.

If the value of the assets applicable to any group listed above is insufficient to provide full benefits for all Employees, retired Employees, or former Employees in such group, the allocation as to such Employees, retired Employees, or former Employees shall be made by reducing their pension benefits proportionately. Such allocation will be accomplished through continuance of the existing fund, a new fund, the purchase of insurance annuity contracts or any combination of these media. Provided, however, that the Authority, upon finding that it is not practicable or desirable to use any of the foregoing media with respect to some or all of the groups listed above, may provide for allocation of a part or all of the assets of the fund otherwise than by the continuance of a Fund or the purchase of insurance annuity contracts with respect to any or all of such groups. Provided, further, that no change will be effected in the order of precedence and basis for allocation above established.

There will be no liability or obligation on the part of the Authority to make any further contributions subsequent to the discontinuance of the Plan, except to the extent such liability or obligation, if any, may be imposed on the Authority by the Michigan Constitution.

12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF THE PLAN. In the event of termination of the Plan, the benefit of any Highly Compensated Employee who is a Participant, as defined in Code §414(q), is limited to a benefit that is nondiscriminatory under Code §401(a)(4). Benefits distributed to any of the twenty-five (25) most Highly Compensated Employee active and former Participants are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

The preceding paragraph shall not apply if:

- (a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code §412(1)(7), or
- (b) the value of the benefits for a Participant described above is less than one percent (1%) of the value of current liabilities.

For purposes of this Section 12.3, benefit includes loans in excess of the amount set forth in Code §72(p)(2)(A), any periodic income, any withdrawal values payable to a living Participant, and any death benefits not provided for by insurance on the Participant's life.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

The headings and sub-headings in this Agreement are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and said counterparts will constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

This Agreement and the Trust created will be constructed, administered, and governed in all respects under and by the laws of the State of Michigan.

In the event of any conflict between the terms of this Plan and Trust and any conflicting provision contained in any associated trust, custodial account document, insurance contract, or any document that is incorporated by reference, the terms of this Plan and Trust will govern.

Each provision hereof shall be independent of each other provision hereof and if any provision of this Plan proves to be, or is held by any court, or tribunal, board or authority of competent jurisdiction to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void, but such invalidation of any such provision shall not otherwise impair or affect this Plan or any other provision or terms hereof.

ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES

14.1 COVERAGE OF SEASONAL EMPLOYEES. Effective July 1, 1991, Seasonal Employees, as defined below, will be covered under the Plan. The provisions, terms, and conditions of such coverage will be as set forth in the preceding Articles of this Plan, unless specifically modified under this Article 14. Effective January 1, 2014, Seasonal Employees shall not be covered by this Plan.

14.2 DEFINITIONS FOR SEASONAL EMPLOYEES.

(a) **COMPENSATION RATE** means a Seasonal Employee's basic rate of hourly pay on his most recent date of hire multiplied by 173.33.

(b) **FINAL AVERAGE EARNINGS** means Compensation Rate.

(c) **SEASONAL EMPLOYEE** means any employee of the Authority who is regularly scheduled to work 600 or less hours and who works 600 or less hours in a calendar year.

(d) **SERVICE**, except as may be adjusted by Section 2.4(b), means the most recent continuous seasonal employment by the Authority as shown by the records of the Authority, computed to the nearest one-thirtieth (1/30th) of a month. Any day or part thereof for which a Seasonal Employee is paid shall equal one-thirtieth (1/30th) of a month.

14.3 ELIGIBILITY REQUIREMENT. Each Seasonal Employee is eligible to become a Participant immediately. There are no eligibility requirements for Seasonal Employees.

14.4 NORMAL FORM – LIFE ONLY. The normal form of benefit for a Seasonal Employee is a monthly life only annuity.

14.5 VESTING SCHEDULE. A Seasonal Employee will have a vested interest in his accrued benefit equal to 100% at all times.

14.6 BENEFIT FORMULA. The monthly retirement benefit on the normal form to which each Participant who is a Seasonal Employee may become entitled under the Plan will be determined in accordance with the following formula: $0.1250\% \times \text{Final Average Earnings} \times \text{Service}$.

14.7 DISABILITY RETIREMENT. Seasonal Employees are not eligible for Disability Retirement under the Plan.

|

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this _____ day of _____, 2020.

HURON-CLINTON METROPOLITAN AUTHORITY

By: _____

Its: _____

TRUSTEE

Rebecca Franchock



To: Board of Commissioners
From: Rebecca L. Franchock, Chief of Finance
Subject: Approval – 2020 Pension Plan Additional Contribution
Date: December 4, 2020

Action Requested: Motion to Approve Recommendation

That the Board of Commissioners approve making an additional 2020 Pension contribution in the amount of \$993,726 as recommended by Chief of Finance Rebecca Franchock and staff.

Fiscal Impact: The 2020 General Fund budget included \$3.1 million for funding of the defined contribution for the Huron-Clinton Metropolitan Authority Employees' Retirement Plan. In July, a \$2,645,500 contribution was made, which resulted in savings of \$454,500. In addition, the Retiree Health Care Trust contribution was budgeted at \$1.1 million. In July, a \$1,060,774 contribution was made, which resulted in savings of \$39,226. The proposed contribution to the Pension Plan would include these funds in addition to \$500,000, which is available within the existing operating accounts due to unspent funds related primarily to the COVID-19 pandemic.

Background: The Pension Committee approved recommending to the full Board of Commissioners that the additional contribution be made at their quarterly meeting in November.

In July 2020, the minimum payment was made to both the pension plan and the retiree health care trust due to the financial uncertainties related to the pandemic. At this time, staff finds that the actual revenues and expenditures are expected to result in a surplus in the general funds current year operations in excess of \$4 million.

The Pension Plan is currently funded at 75.8 percent and the Retiree Health Care Trust is currently funded at 83.4 percent. It now seems prudent to contribute the unspent funds remaining after the July contribution to the Pension Plan as the percentage funded is lower in that plan. It also seems to be judicious to use some of the surplus general fund monies to mitigate future liabilities associated with the Pension Plan putting funds to use within the more robust investment strategy available to the plan and to improve the percentage funding of the plan.

For this reason, staff requests that the Board approve contributing the entire \$493,726 of the unspent, budgeted funding for both the Retiree Health Care Trust and the Pension Plan to the Pension Plan. In addition, that \$500,000 of general fund operating expenditures be used to augment that contribution bringing the total supplemental contribution to \$993,726.



To: Board of Commissioners
From: Amy McMillan, Director
Subject: Approval – 2021 Board of Commissioners’ Meeting Schedule
Date: December 4, 2020

Action Requested: Motion to Approve

That the Board of Commissioners’ (1) approve the 2021 Board of Commissioners meeting schedule; and (2) approve Option 1 or 2 for meeting changes as recommended by Director McMillan and staff.

Background: The proposed 2020 Board of Commissioners’ meeting schedule is attached for review. All meeting dates are scheduled for the second Thursday of each month.

Proposed options for the 2021 meeting schedule are:

Option 1

- No changes; meetings would begin at 1:00 p.m.
- Quarterly Pension and Retiree Health Care Trust meetings would take place after the regular monthly meeting.

Option 2

- The meeting time changes to 10:00 a.m.
- Months with quarterly workshops would begin at 9:00 a.m.
- Quarterly Pension and Retiree Health Care Trust meetings would take place after the regular monthly meeting.

Attachment: 2021 Proposed Board of Commissioners Meeting Schedule

HURON-CLINTON METROPARKS 2021 PROPOSED BOARD OF COMMISSIONERS' MEETING SCHEDULE

Date	Site	Time	Location/Comments
Jan. 14	Administrative Offices 13000 High Ridge Drive Brighton, MI 48114	TBD	Remote Meeting
Feb. 11	Administrative Offices 13000 High Ridge Drive Brighton, MI 48114	TBD	<i>Pension and Retiree Health Care Trust Meeting</i>
		TBD	Remote Meeting
Mar. 11	Administrative Offices 13000 High Ridge Drive Brighton, MI 48114	TBD	<i>Board Work Session</i>
		TBD	Remote Meeting
April 8	Administrative Offices 13000 High Ridge Drive Brighton, MI 48114	TBD	Administrative Office Board Room
May 13	Administrative Offices 13000 High Ridge Drive Brighton, MI 48114	TBD	<i>Pension and Retiree Health Care Trust Meeting</i>
		TBD	Nature Center
June 10	Oakwoods Metropark 32911 Willow Road New Boston, MI 48164	TBD	<i>Board Work Session</i>
		TBD	Nature Center
July 8	Hudson Mills Metropark 8801 North Territorial Road Dexter, MI 48130	TBD	Park Office / Activity Center
Aug. 12	Lake St. Clair Metropark 31300 Metro Parkway Mt. Clemens, MI 48046	TBD	<i>Pension and Retiree Health Care Trust Meeting</i>
		TBD	Thomas Welsh Activity Center
Sept. 9	Lake Erie Metropark 32481 West Jefferson Brownstown, MI 48173	TBD	<i>Board Work Session</i>
		TBD	Pool Area Food Bar
Oct. 14	Administrative Office 13000 High Ridge Drive Brighton, MI 48114	TBD	Administrative Office Board Room
Nov. 11	Administrative Office 13000 High Ridge Drive Brighton, MI 48114	TBD	<i>Pension and Retiree Health Care Trust Meeting</i>
		TBD	Administrative Office Board Room
Dec. 9	Administrative Office 13000 High Ridge Drive Brighton, MI 48114	TBD	<i>Board Work Session</i>
		TBD	Administrative Office Board Room

Note:

Meeting locations after March 2021 may change to remote meeting access based on COVID-19 restrictions.



To: Board of Commissioners
From: Danielle Mauter, Chief of Marketing and Communications
Subject: November Marketing Report
Date: December 4, 2020

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file November Marketing Report as recommended by Chief of Marketing and Communications Danielle Mauter and staff.

Attachment: Monthly Marketing Report



8-B-2-a

MONTHLY MARKETING REPORT

November 2020

Administrative Office
13000 High Ridge Drive
Brighton, MI 48814



METROPARKS.COM

NOVEMBER 2020

NOVEMBER RECAP

Our fall campaigns carried into the first week of November and in November we switched to a focus on annual passes and holiday programs.

Annual Passes Campaign

2021 Annual passes went on sale November 1. Updated temporary pricing signs for toll booths, offices and other sales locations were completed and installed. Updated permanent signs and toll booth window stickers with resident and non-resident pricing will be complete, delivered and installed in December for the prices to start on January 1, 2021.

Promotions for annual pass sales started November 9. This year we did a soft launch of annual passes from Nov. 1 – Nov 8 to allow our first week of using RecTrac for annual passes to find and work out kinks. Our initial push resulted in really high online sales in day one and we have continued to see strong sales both online and in person all month. In 2019 the board was approving price changes at the November board meeting so our promotions of annual passes started much later in 2019 (Nov. 25). This should be remembered when comparing sales numbers. The most accurate comparison will be at the end of December when our promotional pricing ends.

Communication pieces and advertisements for annual passes have included:

- Signs at the Toll booths drawing attention to the promotional pricing through December
- An email blast with information about pricing and encouraging people to buy now and save sent to the full email subscriber list. (20% open rate; 20% CTR)
- An email blast sent to online annual passes purchasers from 2020 – pulled from check front (43% open rate; 26% CTR)
- An email blast sent to purchasers who used the Foundation's partner discount program in 2019 and 2020 (38% open rate; 26% CTR)
- A press release
- A series of social media posts and ads to encourage purchasing your 2021 Annual Pass now to save
- Print ads, Radio ads and digital/social ads running Nov 9 through the end of the year to encourage annual pass sales.

- A series of giveaways were negotiated in exchange for advertising mentions and contests to spread the word about annual passes even further through radio stations and mom blogs.
- Messaging on print, digital and social ads will shift around the beginning of December to include messaging that they make great holiday gifts

Holiday Programs Campaign

After our success in fall with programming, we used a similar model for holiday programs. With smaller capacities due to Covid and people's strong desire to do something outside their house, we did not want to oversell holiday programs. We placed a few print and digital ads that generically advertised that holiday programs were available and directed people to the website to explore the calendar instead of running separate ads for individual programs.

Additionally we ran a series of social media posts and posts the programs as facebook event pages. We included them in our bi-weekly email blasts about programs as well. These efforts have resulted in holiday programs filling to capacity very quickly. Some programs filled within 24 hours of the facebook event page posting (Kensington). At this time, all of the western district santa programs are full and other holiday programs are filling quickly.

Detroit Riverfront Conservancy Partnership Announcement

At the November board meeting the board approved a new partnership with the Detroit Riverfront Conservancy. Immediately following, the Metroparks marketing team worked closely with the DRFC marketing team to send a joint press release to media outlets throughout the region. It was posted to our website, social media channels and sent as an email blast to subscribers. It was also emailed as an announcement to stakeholders throughout the state and to Metroparks caucus members.

This announcement has been the most well received announcement in the media this year. A comprehensive report is included as an attachment to this marketing report, but we are still getting coverage of this story. CMU and U of M alumni publications are both considering the story for their next publication dates (not confirmed yet) and WXYZ will be covering the story in the first week of December. Additionally, Amy had the chance to present to SEMCOG, the Oakland County Board of Commissioners, On the Line with Reverend Sheffield Radio Show and the Ypsilanti Library and discuss the partnership with all of those audiences.

The email blast about the partnership sent to our 90,000 subscribers had a 22% open rate.

<https://www.metroparks.com/DRFC/>

UPDATES ON THE REVISED MARKETING GOALS APPROVED AT JULY BOARD MEETING.

Increase overall attendance by 30,000 vehicles over and above the 2019 car count goal

The onset of the Covid-19 epidemic has led to unprecedented changes in tolling and attendance. Please see the board stats at the end of the packet for most up to date counts at this time. We're currently seeing increases in car counts of about 20% higher than YTD last year. November saw even higher spikes in golf particularly. On track to meet goal if trends continue.

Collaborate with Planning and Development and Information Technology departments to establish regular reporting and evaluation of marketing performance data (Revised & Delayed Date)

Presented first joint presentation at November board meeting. Presentation included summer 2020 campaign results. We will be using lesson learned during that report creation and information garnered to continue that process going forward on future campaigns.

Increase Instagram followers by 20 percent over the 2019 goal to 2,400 total

Currently at 2,615 followers. Currently growing through slow organic growth and surpassing our goal.

Increase Facebook followers by 20 percent over 2019 goal from 14,000 to 16,800 followers by end of 2020

Currently at 17,458 and growing through organic growth and use of paid ads. We have met and surpassed this goal and will continue working on growth.

Increase average Facebook engagement by 100 percent (total to be 86,142 engagements)

Year to Date daily engaged users is at 230,425. By these numbers, we have already surpassed our goal by more than double. (includes likes, comments, share, clicks, video views, story views)

Increase average Instagram engagement by 20 percent

We have met and surpassed this goal. The increased goal was to hit 6,700 engagements by the end of the year. We are currently at 14,025 engagements and growing.

Continue growing email subscriber list by 10 percent

Our list is currently just over 95,000 subscribers and just over 4,500 people were added either by upload customers from annual pass purchases, golf and shelter reservations or by signing up online for our emails in the past 30 days. For 2021 we need to perform some list clean up and focus on engaged growth instead of total growth.

Maintain email open rate at industry benchmark

Campaigns sent year-to-date are seeing an average open rate of 21%. The average click through rate has increased to 7%.

Increase earned media

Our recent press releases have been well received by media and we have fielded on average at least 2-3 calls per week from media over the last few months. We are getting calls and working with the larger media names on a much more regular basis at this time. We're seeing that our communications with media are becoming more effective and they are reaching out to us willingly on a more regular basis during this pandemic.

Our joint release about the new partnership with Detroit Riverfront Conservancy was very well received by media. It has seen ongoing coverage through the entire month of November and is continuing to draw attention. A more comprehensive report of that media coverage is attached as part of this report.

Reduce reliance on, and cost of, stock imagery by using at least 90 percent owned images in marketing materials by end of 2020

Worked with local photographer, Nadir Ali, to build library at a faster rate with images we own indefinitely for fall programs and passive park use as well as late summer use. Combined with staff photos, this has allowed us to expand our library with advertising quality photos and further reduce our reliance on stock imagery which results in a more honest and true view of the Metroparks in our advertising and communications materials.

Develop a more comprehensive understanding of the visitor experience of the Metroparks. (Revised & Delayed Dates)

Finalizing and proofing evaluation tools (survey monkey surveys) that can begin being used through RecTrac implementation. Includes coordination with Planning, Interpretive, Operations and DEI.

Outreach and relationship building – The Metroparks marketing department will meet with at least one new group or organization per month (12 over the year).

Covid impacted who we could meet with early in the year. Since organizations became more comfortable with remote meetings, these meet-ups have continued. In total for the year so far, the marketing team and/or Amy have met with the following organizations and media outlets to build stronger, more connected relationships:

- DABO TV channel and On-the-line with Reverend Sheffield radio show producers
- Reverend Sheffield from DABO
- Aretha Franklin Amphitheatre
- Real Time Media/Michigan Chronicle
- Blue Cross Blue Shield
- Priority Health
- American Arab Chamber of Commerce

- Detroit News
- Crains
- WDIV Channel 4
- Fox 2
- Detroit Regional Chamber of Commerce
- Downtown Detroit Partnership
- Invest Detroit
- WWJ Radio

Improve the timing of projects within the marketing department and establish a written Crisis Communications Plan (Revised)

Ongoing

(New Goal) Update branding and content on maps, brochures and signage templates/design standards by end of 2020. Move forward with a website restage to round out branding update.

Ongoing – Kensington map and brochure was finalized and sent to print in November. It is the first park to complete the rebranding process for map and brochure. Currently finalizing park maps for Lower Huron, Willow, Oakwoods and Stony Creek. Will continue working through maps, brochures and needed templates through the end of this year and into 2021 until all parks are updated in early 2021.

(New Goal) Build off successes of virtual resources and social media content shared throughout the pandemic. Create a sustainable plan for continued content collaboration with Interpretive, Planning and Engineering Departments as well as Park Staff.

Ongoing – Currently working through development of synchronous teacher program materials for website and video components with Interpretive Department. Also working with IT on updates to the formatting of virtual resources page and Education section of the website to make it easier to use and more engaging and interactive.

(New Goal) Create and implement an initial plan to bolster the Metroparks efforts in Diversity, Equity and Inclusion and increase engagement, brand identity and outreach in those diverse audiences.

Working to establish new partnerships with DABO TV channel, On-the-line with Reverend Sheffield radio show, Aretha Franklin Amphitheatre and Real Time Media (Michigan Chronicle) for 2021. These will be included as part of the marketing plan coming to the board in January.

Discussed initial plans to improve community engagement and creative activations within Detroit neighborhoods and organizations as part of the proposed DRFC partnership communications plan with established goals. A more thorough plan would be presented to the board at a later date in preparation for summer 2021.

Working with DEI, Planning, IT and Interpretive departments a new program and event submission process was created that also integrates a focus on including information to improve accessibility and understanding of programs by audiences that include people with disabilities. Working on publishing the first iteration of information for the website related to accessibility and starting to think about content for the website, maps, brochures and signage in a way that describes park experiences in a more detailed way to allow visitors to determine if it is an experience they can and want to participate in.

After a successful attempt to draw in more applicants for open police positions, marketing again worked with Human Resources and DEI to send out a coordinated push for applicants for open full time positions in maintenance and police. Those promotions and outreach to media, email subscribers and social media are still taking place.



DETROIT RIVERFRONT CONSERVANCY + HURON-CLINTON METROPARKS PARTNERSHIP AGREEMENT

EXECUTIVE SUMMARY AND MEDIA REPORT



PREPARED BY

*lovio
george*

EXECUTIVE SUMMARY & MEDIA REPORT

The **Detroit Riverfront Conservancy** and **Huron-Clinton Metroparks** recently announced a **multi-year, pilot partnership** that focuses on widening access to new programs and recreation for city and suburban families, and leverages the world-class parks, greenways and public spaces managed by the two organizations. The announcement was made on November 12, 2020, following the approval of the partnership agreement by the Huron-Clinton Metroparks Board of Commissioners.

The partnership agreement received **strong regional coverage with over 620,000 impressions**.

The announcement was covered by top regional and local media outlets including:

- **WDIV-TV (NBC), Live in the D**
- **WXYZ-TV (ABC), Spotlight on the News (airing in December)**
- **Paul W. Smith Show on WJR-AM**
- **Crain's Detroit Business (distributed multiple times in Crain's digital newsletter)**
- **Michigan Chronicle**
- **DBusiness**
- **Daily Detroit Podcast**
- **Macomb Daily**
- **Oakland Press**
- **News-Herald**
- **Dearborn Press & Guide**
- **Voice News**
- **Daily Tribune**
- **Huron Hub**
- **WWJ-AM**
- **WDET-FM (NPR)**
- **NRPA future blog post (National Recreation and Park Association)**

Amy McMillan, Director of Huron-Clinton Metroparks and **Mark Wallace**, President and CEO, Detroit Riverfront Conservancy will be interviewed by Chuck Stokes in December for his show, **Spotlight on the News**, on WXYZ.

COVERAGE HIGHLIGHTS BY THE NUMBERS

OVER
620,000
MEDIA
IMPRESSIONS

APPROXIMATELY
20
NEW MEDIA
STORIES

Having trouble viewing this email? [See the online version](#)



YOU MADE NEWS IN CRAIN'S!

SHARE YOUR SUCCESS
with REPRINTS | LOGO LICENSING
CUSTOM FRAMING | AND MORE >>

CRAIN'S DETROIT BUSINESS

Afternoon Report

Thursday, November 12, 2020



REAL ESTATE

United Wholesale Mortgage to buy Ultimate Soccer Arenas for another campus expansion in Pontiac

[READ MORE >](#)



CORONAVIRUS

Hospital execs urge people to mask up, cancel social gatherings as state sets new COVID-19 case record

[READ MORE >](#)



CORONAVIRUS

Detroit public schools temporarily halts in-person classes due to COVID-19 spread

[READ MORE >](#)



HEALTH CARE

Blue Cross partners with Premise Health for worksite primary care, wellness services

[READ MORE >](#)



RECREATION

Huron-Clinton Metroparks to establish Detroit presence through agreement with Detroit Riverfront Conservancy

[READ MORE >](#)



MENU

Home > Recreation

November 12, 2020 03:28 PM

Huron-Clinton Metroparks to establish Detroit presence through agreement with Detroit Riverfront Conservancy

SHERRI WELCH

TWEET

SHARE

SHARE

EMAIL

REPRINTS

- Parks system plans expanded programs, operations at new Ralph C. Wilson Jr. Centennial Park
- Metroparks to provide \$6 million over seven years
- Agreement gives Metroparks system first connection to a Detroit park



MVVA

The new Ralph C. Wilson Jr. Centennial Park in Detroit will feature a beach.

The Detroit Riverfront Conservancy and Huron-Clinton Metroparks have forged a multiyear agreement that will give the regional park system a presence in Detroit.

Under the agreement, the regional parks system will establish a physical presence in Detroit and contribute \$6 million over seven years to the Detroit Riverfront Conservancy for expanded programs and operations at the future Ralph C. Wilson Jr. Centennial Park on Detroit's west riverfront.

The organizations will collaborate on two years of combined programming and joint outreach efforts to the community leading up to the opening of the park, which is planned for 2023, and for five years after the park opens.

The Huron-Clinton Metropark board of commissioners approved the agreement Thursday afternoon.

"This partnership will allow us to build upon our commitment of providing exceptional recreation and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan," Amy McMillan, director of Huron-Clinton Metroparks, said in a news release.

The Huron-Clinton Metropolitan Authority, Metroparks, is a regional special park district encompassing Livingston, Macomb, Oakland, Washtenaw and Wayne counties.

ADVERTISING



Currently, 13 Metroparks cover almost 25,000 acres and serve more than 7.3 million visitors on average annually. The Metroparks are located along the Huron and Clinton rivers, providing a greenbelt around metro Detroit. The parks are, generally, more than 1,000 acres each, with Stony Creek and Kensington at more than 4,400 acres each.

"We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks," Mark Wallace, president and CEO of the Detroit Riverfront Conservancy, said in the release. "The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation."

The organizations first began working together in 2015 with programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors. Teams for each organization are working to finalize details on future programs starting as

early as 2021. One of the most ambitious goals is to develop a swimming lessons program. Currently, 70 percent of Detroit children do not know how to swim.

When it opens, the **22-acre Ralph C. Wilson Jr. Centennial Park** will feature a cove with a beach for swimming, a sport house with basketball courts, the Delta Dental Play Garden with an array of animal structures for kids to climb in and around and a large lawn that will be used for special events and programming.

McMillan said in an email that the water component area will operate as a sort of "park within a park" and will be considered a Metroparks location.

"For years, residents of Detroit have been expressing the desire for a Metroparks location within the city of Detroit," McMillan said. "This partnership establishes a physical Metroparks presence within the city."

*Letter
— to the —
Editor*

Want to get something off your chest? Send us an email or hit us up on Facebook or Twitter.

RECOMMENDED FOR YOU



Huron-Clinton Metroparks boasts big economic impact with attendance spike



Whitmer lifts ban on overnight camps, school-related sports



No Memorial Day camping at Michigan state parks; DNR plans June reopening



Sponsored Content: Lockton's Talent & Culture Council spurs HR innovation in Michigan



DETROIT'S PREMIER BUSINESS JOURNAL

dbusiness | Daily News

Friday, November 13, 2020

BFC | OAKLAND COUNTY BUSINESS FINANCE CORPORATION

Want to buy or refinance your commercial building?

We help Michigan businesses grow with SBA 504 Loans.

(248) 858-0765
OakGov.com/BFC

Lansing's Skymint Brands Opens Cannabis Farm in Northern Michigan

Skymint Brands, a vertically integrated cannabis company based in Lansing, has established its Skymint Farms, a 200-acre sun grown cannabis farm in the Huron-Manistee National Forest.

[READ MORE](#)

The Platform Completes \$40M Restoration of Former Cadillac Sales Center in Midtown

The Platform, a multi-faceted real estate development firm in Detroit, today announced the completion of a \$40-million renovation of the historic, Albert Kahn-designed 6001 Cass building in the Midtown district near Tech Town.

[READ MORE](#)



Elements Massage Plans to Add 20 Locations in Metro Detroit

Elements Massage, a national massage therapy brand, has identified Detroit as a prime market for new studio expansion. The franchise system has two locations in Michigan – one in Birmingham and one in Troy – and consists of more than 240 independently owned and operated studios across the U.S.

[READ MORE](#)

Detroit Riverfront Conservancy and Metroparks to Partner at Wilson Centennial Park

The Detroit Riverfront Conservancy and Huron-Clinton Metroparks announced Thursday a multi-year, pilot partnership that focuses on new programs and recreation opportunities for city and suburban families at the future Ralph C. Wilson Jr. Centennial Park on the West Riverfront.

[READ MORE](#)



Michigan Medicine, JDRF to Create \$14M Type 1 Diabetes Research Center

Detroit Riverfront Conservancy and Metroparks to Partner at Wilson Centennial Park

The Detroit Riverfront Conservancy and Huron-Clinton Metroparks announced Thursday a multi-year, pilot partnership that focuses on new programs and recreation opportunities for city and suburban families at the future Ralph C. Wilson Jr. Centennial Park on the West Riverfront.

By **Tim Keenan** - November 13, 2020



The Detroit Riverfront Conservancy and Huron-Clinton Metroparks are partnering to bring new programs and recreation opportunities at the future Ralph C. Wilson Jr. Centennial Park. // Rendering courtesy of Michael Van Valkenburgh Associates

The Detroit Riverfront Conservancy and Huron-Clinton Metroparks announced Thursday a multi-year, pilot partnership that focuses on new programs and recreation opportunities for city and suburban families at the future Ralph C. Wilson Jr. Centennial Park on the West Riverfront.

Through the partnership, Metroparks will establish a physical presence in Detroit and contribute \$6 million over seven years to the conservancy for expanded programs and operations at the new park, slated to open in 2023.

The agreement begins immediately with two years of combined programming and joint outreach efforts leading up to the opening of Ralph C. Wilson Jr. Centennial Park along the Detroit Riverfront. Once the park is open, the agreement includes another five years of partnership that leverages the strengths of each organization.

"We couldn't be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationships within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit," says Amy McMillan, director of Huron-Clinton Metroparks.

"This partnership will allow us to build upon our commitment of providing exceptional recreation and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan."

Mark Wallace, president and CEO of the Detroit Riverfront Conservancy, says, "We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks. The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more

and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation.”

According to the conservancy, Ralph C. Wilson Jr. Centennial Park is one of the most significant projects on the horizon and a major step forward in completing its goal of developing 5.5 miles of revitalized riverfront. Wallace says it will “dramatically change the landscape along the downtown riverfront,” and it is expected to boost economic benefit in the area as well.

The 22-acre park will feature a water component, sport house with basketball courts, the Delta Dental Play Garden with an array of animal structures for kids to climb in and around, and a large lawn that will be used for special events and programming.

The organizations first began working together in 2015 with programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors. Teams for each organization are working to finalize details on future programs starting as early as 2021. One of the most ambitious goals is to develop a swimming program to teach Detroiters how to swim. Currently, 70 percent of Detroit children do not know how to swim.

Metroparks and the conservancy both are reporting significant increases of visitors during 2020. The Detroit Riverfront attracts 3.5 million visitors annually and has remained open every day during the COVID-19 pandemic.

Since March, use of the Detroit Riverwalk has increased 20 percent and Dequindre Cut usage has increased by 40 percent. During the first decade of the riverfront revitalization project, more than \$1 billion in public and private investment has occurred. To date, the conservancy has invested more than \$169 million in the revitalization of the Detroit Riverfront.

Facebook Comments

Zing HEALTH | Optimizing your vision benefits!
 Medicare Reimagined

See what amazing health care benefits look like.

THIS FEELS AMAZING

MillennialMoney
 GreenPedi
 financial wellness

The Millennial guide to managing your money and securing your future.
 MichiganChronicle.com/MillennialMoney
 #MillennialMoney



City

Home / The Detroit Riverfront Conservancy, Huron-Clinton Metroparks Announce Partnership

The Detroit Riverfront Conservancy, Huron-Clinton Metroparks Announce Partnership

Sherri Kolade

November 13, 2020



The Detroit Riverfront Conservancy and Huron-Clinton Metroparks announced recently that a multi-year, pilot partnership that focuses on widening access to new programs and recreation for city and suburban families, to use the world-class parks, greenways, and public spaces managed by the two organizations, according to a press release.

Through the partnership, Metroparks will create a physical presence in Detroit and contribute \$6 million over seven years to the Conservancy for larger programs and operations at the future Ralph C. Wilson, Jr. Centennial Park on the West Riverfront, the release added.

Yesterday afternoon, the Huron-Clinton Metroparks Board of Commissioners approved the partnership agreement, which will begin immediately with two years of combined robust programming and joint outreach efforts leading up to the opening of Ralph C. Wilson, Jr. Centennial Park along the Detroit Riverfront, which is on tap for 2023, the release added. When the park is open, the agreement includes another five years of partnership that builds off the strengths of each organization, the release added.

“We couldn’t be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationships within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit,” said Amy McMillan, director of Huron-Clinton Metroparks. “This partnership will allow us to build upon our commitment of providing exceptional recreation and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan.”

“We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks,” said Mark Wallace, president, and CEO, Detroit Riverfront Conservancy. “The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation.”



THE POWER OF PARKS + PUBLIC SPACES



2020 IMPACT + PRESS BRIEFING

12

Ralph C. Wilson, Jr. Centennial Park is described as a significant project on the horizon for the Conservancy and a big leap forward in completing its goal of developing 5.5 miles of revitalized riverfront, the release noted. It will majorly change the landscape along the downtown riverfront, and it is expected to “significantly boost” economic benefit in the area also, the release stated. The 22-acre park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden with several animal structures for kids to climb in and around, and a large lawn that will be used for special events and programming, according to the release.

The organizations first began collaborating in 2015 with programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors, according to the release. Teams for each organization are working to finalize details on future programs starting as early as 2021, according to the release. One of the most ambitious goals is to develop a swimming program to teach Detroiters how to swim. Currently, 70 percent of Detroit children do not know how to swim.

Metroparks and the Conservancy are reporting huge increases in visitors during 2020. The Detroit Riverfront attracts 3.5 million visitors annually and has remained open every day during the coronavirus pandemic, according to the release. Since March, the use of the Detroit Riverwalk has increased by 20 percent and Dequindre Cut usage has increased by 40 percent. During the first decade of the riverfront revitalization project, more than \$1 billion in public and private investment has occurred. To date, the Conservancy has invested more than \$169 million in the revitalization of the Detroit Riverfront, according to the release.

For more information go to www.detroitriverfront.org or Metroparks.com.

Tags: local parks , metro Detroit parks , recreation , revitalization

<https://www.thenewsherald.com/tncms/asset/editorial/9a8b33b6-25ec-11eb-9fa8-e392ee0c9f4a/>

Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership

By Jessica McLean jmclean@medianewsgroup.com; @journalistjam on Twitter

Nov 14, 2020



The Huron-Clinton Metroparks is offering discount passes until the end of 2020.

Photo courtesy of the Huron-Clinton Metroparks

Huron-Clinton Metroparks have entered into a new multi-year, pilot partnership with the Detroit Riverfront Conservancy to expand programs and operations at the future 22-acre Ralph C. Wilson, Jr. Centennial Park, set to be located on the West Riverfront in Detroit, the Metroparks announced in a press release on Thursday.

The Metroparks will contribute \$6 million over seven years to the Conservancy for the 2023 park and establish a physical presence downtown and, with 2 years dedicated to opening the park and 5 years dedicated to growing both organizations after the park is built.

The partnership also aims to spur better outcomes for health and wellness through expanded exposure to the outdoors both in the city and in the surrounding five counties in the Detroit Metro Area.



Photo courtesy of Huron-Clinton Metroparks

The new Ralph C. Wilson Centennial Park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden, which will feature an animal-themed play structure for children, and a large lawn for special events and park programming.

The Conservancy cites the park as one of its major achievements, as it is a major step for the organization in completing its goal of developing 5.5 miles of revitalized riverfront.

"We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks," Mark Wallace, president and CEO of the Detroit Riverfront Conservancy said.

"The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation."

The Metroparks' Board of Commissioners approved the agreement on Thursday afternoon, after beginning to work with the Conservancy in 2015.

Both groups collaborated together on programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors.

The groups hope to develop more programs like this as early as 2021, with the most ambitious goal being to develop a swimming lessons program.

"We couldn't be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationship within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit," Amy McMillan, Director of Huron-Clinton Metroparks, said.

"This partnership will allow us to build upon our commitment of providing exceptional recreational and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan," she said.



Sign up for our daily morning newsletter

The Metroparks have experienced a 28 percent increase in attendance since the start of the coronavirus pandemic, remaining open with precautions and capacity monitoring in place.

Both the Metroparks and Conservancy have found that access to nature and public spaces during the pandemic has become important for physical and mental health wellness.

For more information on the new partnership, see the Metroparks' website or the Conservancy's website.

[Huron-Clinton Metroparks offer free entry on Veterans Day](#)

<https://www.thenewsherald.com/tncms/asset/editorial/9a8b33b6-25ec-11eb-9fa8-e392ee0c9f4a/>

Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership

By Jessica McLean jmclean@medianewsgroup.com; @journalistjam on Twitter
Nov 14, 2020



The Huron-Clinton Metroparks is offering discount passes until the end of 2020.

Photo courtesy of the Huron-Clinton Metroparks

Huron-Clinton Metroparks have entered into a new multi-year, pilot partnership with the Detroit Riverfront Conservancy to expand programs and operations at the future 22-acre Ralph C. Wilson, Jr. Centennial Park, set to be located on the West Riverfront in Detroit, the Metroparks announced in a press release on Thursday.

The Metroparks will contribute \$6 million over seven years to the Conservancy for the 2023 park and establish a physical presence downtown and, with 2 years dedicated to opening the park and 5 years dedicated to growing both organizations after the park is built.

The partnership also aims to spur better outcomes for health and wellness through expanded exposure to the outdoors both in the city and in the surrounding five counties in the Detroit Metro Area.



Photo courtesy of Huron-Clinton Metroparks

The new Ralph C. Wilson Centennial Park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden, which will feature an animal-themed play structure for children, and a large lawn for special events and park programming.

The Conservancy cites the park as one of its major achievements, as it is a major step for the organization in completing its goal of developing 5.5 miles of revitalized riverfront.

"We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks," Mark Wallace, president and CEO of the Detroit Riverfront Conservancy said.

"The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation."

The Metroparks' Board of Commissioners approved the agreement on Thursday afternoon, after beginning to work with the Conservancy in 2015.

Both groups collaborated together on programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors.

The groups hope to develop more programs like this as early as 2021, with the most ambitious goal being to develop a swimming lessons program.

"We couldn't be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationship within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit," Amy McMillan, Director of Huron-Clinton Metroparks, said.

"This partnership will allow us to build upon our commitment of providing exceptional recreational and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan," she said.

Sign up for our daily morning newsletter

The Metroparks have experienced a 28 percent increase in attendance since the start of the coronavirus pandemic, remaining open with precautions and capacity monitoring in place.

Both the Metroparks and Conservancy have found that access to nature and public spaces during the pandemic has become important for physical and mental health wellness.

For more information on the new partnership, see the Metroparks' website or the Conservancy's website.

[🔗 Huron-Clinton Metroparks offer free entry on Veterans Day](#)

[🔗 Huron-Clinton Metroparks hiring officers for unique Police Department](#)

[🔗 Volunteers sought for Great Global Cleanup coming to Detroit River](#)

[🔗 To commemorate 50th anniversary of Earth Day, Detroit River Coalition launches eEarth Day](#)

[🔗 Biologists track Detroit River sturgeon; large numbers tagged near Wyandotte](#)

<https://www.thenewsherald.com/tncms/asset/editorial/9a8b33b6-25ec-11eb-9fa8-e392ee0c9f4a/>

Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership

By Jessica McLean jmclean@medianewsgroup.com; @journalistjam on Twitter
Nov 14, 2020



The Huron-Clinton Metroparks is offering discount passes until the end of 2020.

Photo courtesy of the Huron-Clinton Metroparks

Huron-Clinton Metroparks have entered into a new multi-year, pilot partnership with the Detroit Riverfront Conservancy to expand programs and operations at the future 22-acre Ralph C. Wilson, Jr. Centennial Park, set to be located on the West Riverfront in Detroit, the Metroparks announced in a press release on Thursday.

The Metroparks will contribute \$6 million over seven years to the Conservancy for the 2023 park and establish a physical presence downtown and, with 2 years dedicated to opening the park and 5 years dedicated to growing both organizations after the park is built.

The partnership also aims to spur better outcomes for health and wellness through expanded exposure to the outdoors both in the city and in the surrounding five counties in the Detroit Metro Area.



Photo courtesy of Huron-Clinton Metroparks

The new Ralph C. Wilson Centennial Park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden, which will feature an animal-themed play structure for children, and a large lawn for special events and park programming.

The Conservancy cites the park as one of its major achievements, as it is a major step for the organization in completing its goal of developing 5.5 miles of revitalized riverfront.

"We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks," Mark Wallace, president and CEO of the Detroit Riverfront Conservancy said.

"The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation."

The Metroparks' Board of Commissioners approved the agreement on Thursday afternoon, after beginning to work with the Conservancy in 2015.

SPONSORED CONTENT



These 4 Legitimate Companies Will Give You up to \$500...

By The Penny Hoarder



We know, we know. It sounds too good to be true, but yes, there is a such thing as free stocks.

Both groups collaborated together on programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors.

The groups hope to develop more programs like this as early as 2021, with the most ambitious goal being to develop a swimming lessons program.

"We couldn't be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationship within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit," Amy McMillan, Director of Huron-Clinton Metroparks, said.

"This partnership will allow us to build upon our commitment of providing exceptional recreational and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan," she said.



Sign up for our daily morning newsletter

The Metroparks have experienced a 28 percent increase in attendance since the start of the coronavirus pandemic, remaining open with precautions and capacity monitoring in place.

Both the Metroparks and Conservancy have found that access to nature and public spaces during the pandemic has become important for physical and mental health wellness.

For more information on the new partnership, see the Metroparks' website or the Conservancy's website.

[↗ Huron-Clinton Metroparks offer free entry on Veterans Day](#)

[↗ Huron-Clinton Metroparks hiring officers for unique Police Department](#)

[↗ Volunteers sought for Great Global Cleanup coming to Detroit River](#)

[↗ To commemorate 50th anniversary of Earth Day, Detroit River Coalition launches eEarth Day](#)

[↗ Biologists track Detroit River sturgeon; large numbers tagged near Wyandotte](#)

[↗ Soil survey workshop uncovers how groundwork has improved, importance to Downriver communities](#)

[↗ Reclaiming Detroit's waterfront: Trenton author's book looks at river access for all](#)

<https://www.thenewsherald.com/tncms/asset/editorial/9a8b33b6-25ec-11eb-9fa8-e392ee0c9f4a/>

Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership

By Jessica McLean jmclean@medianewsgroup.com; @journalistjam on Twitter

Nov 14, 2020



The Huron-Clinton Metroparks is offering discount passes until the end of 2020.

Photo courtesy of the Huron-Clinton Metroparks

Huron-Clinton Metroparks have entered into a new multi-year, pilot partnership with the Detroit Riverfront Conservancy to expand programs and operations at the future 22-acre Ralph C. Wilson, Jr. Centennial Park, set to be located on the West Riverfront in Detroit, the Metroparks announced in a press release on Thursday.

The Metroparks will contribute \$6 million over seven years to the Conservancy for the 2023 park and establish a physical presence downtown and, with 2 years dedicated to opening the park and 5 years dedicated to growing both organizations after the park is built.

The partnership also aims to spur better outcomes for health and wellness through expanded exposure to the outdoors both in the city and in the surrounding five counties in the Detroit Metro Area.



Photo courtesy of Huron-Clinton Metroparks

The new Ralph C. Wilson Centennial Park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden, which will feature an animal-themed play structure for children, and a large lawn for special events and park programming.

The Conservancy cites the park as one of its major achievements, as it is a major step for the organization in completing its goal of developing 5.5 miles of revitalized riverfront.

"We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks," Mark Wallace, president and CEO of the Detroit Riverfront Conservancy said.

"The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation."

The Metroparks' Board of Commissioners approved the agreement on Thursday afternoon, after beginning to work with the Conservancy in 2015.

Both groups collaborated together on programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors.

The groups hope to develop more programs like this as early as 2021, with the most ambitious goal being to develop a swimming lessons program.

"We couldn't be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationship within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit," Amy McMillan, Director of Huron-Clinton Metroparks, said.

"This partnership will allow us to build upon our commitment of providing exceptional recreational and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan," she said.

The Metroparks have experienced a 28 percent increase in attendance since the start of the coronavirus pandemic, remaining open with precautions and capacity monitoring in place.

Both the Metroparks and Conservancy have found that access to nature and public spaces during the pandemic has become important for physical and mental health wellness.

For more information on the new partnership, see the Metroparks' website or the Conservancy's website.

[🔗 Huron-Clinton Metroparks offer free entry on Veterans Day](#)

[🔗 Huron-Clinton Metroparks hiring officers for unique Police Department](#)

[🔗 Volunteers sought for Great Global Cleanup coming to Detroit River](#)

[🔗 To commemorate 50th anniversary of Earth Day, Detroit River Coalition launches eEarth Day](#)

[🔗 Biologists track Detroit River sturgeon; large numbers tagged near Wyandotte](#)

[🔗 Soil survey workshop uncovers how groundwork has improved, importance to Downriver communities](#)

<https://www.thenewsherald.com/tncms/asset/editorial/9a8b33b6-25ec-11eb-9fa8-e392ee0c9f4a/>

Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership

By Jessica McLean jmclean@medianewsgroup.com; @journalistjam on Twitter

Nov 14, 2020



The Huron-Clinton Metroparks is offering discount passes until the end of 2020.

Photo courtesy of the Huron-Clinton Metroparks

Huron-Clinton Metroparks have entered into a new multi-year, pilot partnership with the Detroit Riverfront Conservancy to expand programs and operations at the future 22-acre Ralph C. Wilson, Jr. Centennial Park, set to be located on the West Riverfront in Detroit, the Metroparks announced in a press release on Thursday.

The Metroparks will contribute \$6 million over seven years to the Conservancy for the 2023 park and establish a physical presence downtown and, with 2 years dedicated to opening the park and 5 years dedicated to growing both organizations after the park is built.

The partnership also aims to spur better outcomes for health and wellness through expanded exposure to the outdoors both in the city and in the surrounding five counties in the Detroit Metro Area.



Photo courtesy of Huron-Clinton Metroparks

The new Ralph C. Wilson Centennial Park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden, which will feature an animal-themed play structure for children, and a large lawn for special events and park programming.

The Conservancy cites the park as one of its major achievements, as it is a major step for the organization in completing its goal of developing 5.5 miles of revitalized riverfront.

"We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks," Mark Wallace, president and CEO of the Detroit Riverfront Conservancy said.

"The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation."

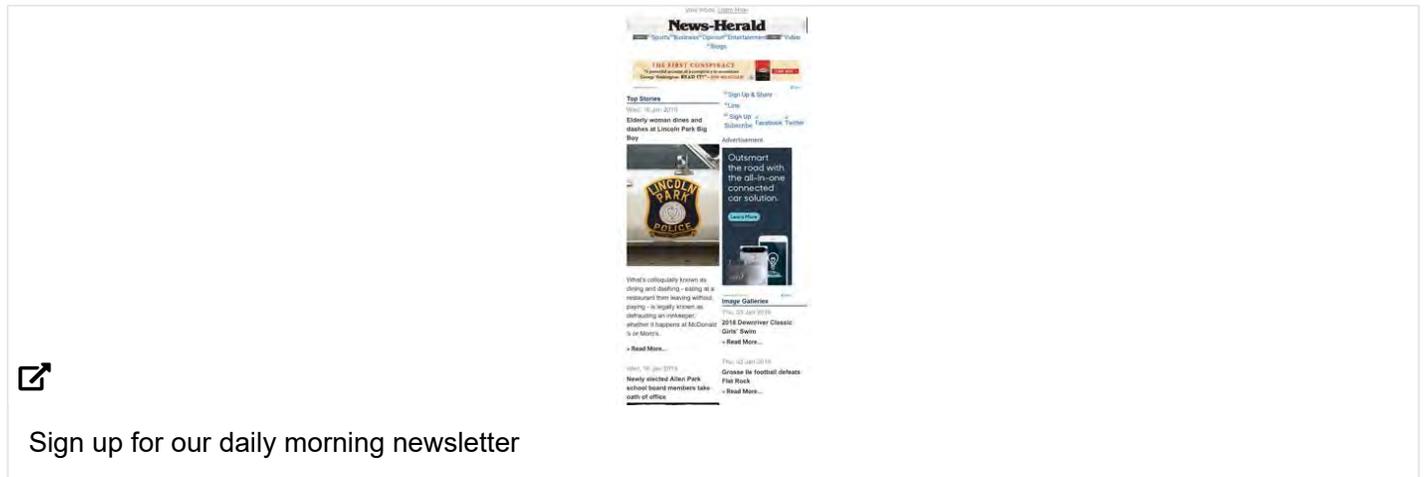
The Metroparks' Board of Commissioners approved the agreement on Thursday afternoon, after beginning to work with the Conservancy in 2015.

Both groups collaborated together on programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors.

The groups hope to develop more programs like this as early as 2021, with the most ambitious goal being to develop a swimming lessons program.

"We couldn't be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationship within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit," Amy McMillan, Director of Huron-Clinton Metroparks, said.

"This partnership will allow us to build upon our commitment of providing exceptional recreational and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan," she said.



The image shows a screenshot of a News-Herald website. At the top, there is a navigation bar with the News-Herald logo and various menu options. Below the navigation bar, there are several news articles and advertisements. A prominent advertisement for Outsmart is visible, featuring a car and the text "Outsmart the road with the all-in-one connected car solution." Below the advertisement, there is a sign-up form for a "daily morning newsletter" with a "Sign up" button. The form includes a text input field and a "Sign up" button. The background of the sign-up form is a light blue color.

The Metroparks have experienced a 28 percent increase in attendance since the start of the coronavirus pandemic, remaining open with precautions and capacity monitoring in place.

Both the Metroparks and Conservancy have found that access to nature and public spaces during the pandemic has become important for physical and mental health wellness.

For more information on the new partnership, see the Metroparks' website or the Conservancy's website.

[Huron-Clinton Metroparks offer free entry on Veterans Day](#)

Advertisements



Christmas Cards: Bouncy Dots Holiday Card

Christmas Cards

SPONSORED BY SHUTTERFLY

See More

REPORT THIS AD

The Huron Hub – Huron Township News – New Boston News

Huron Township's hometown news site — Huron Township news

Detroit Riverfront Conservancy, Metroparks announce multi-year partnership at Ralph C. Wilson, Jr. Centennial Park



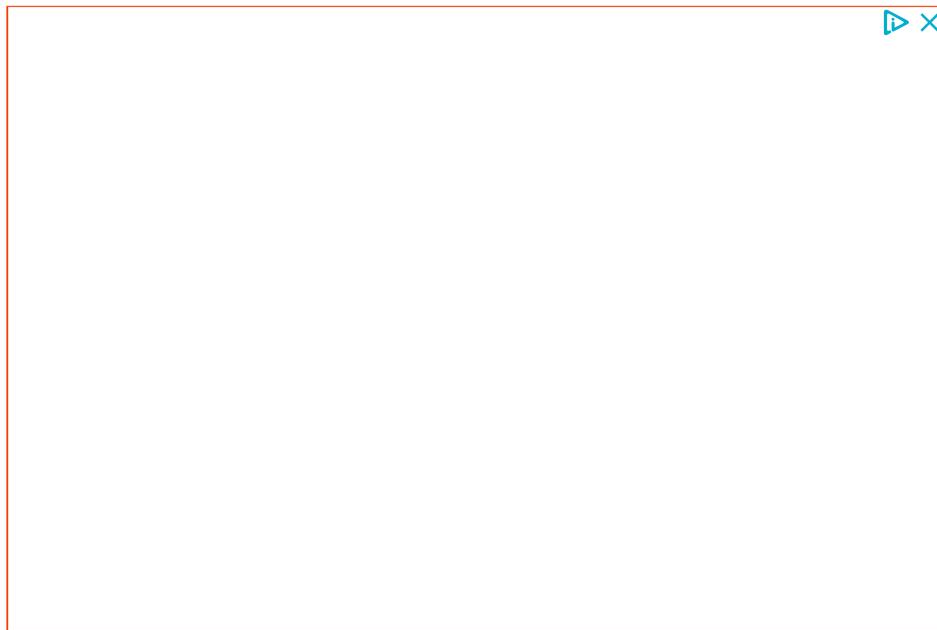
The Detroit Riverfront Conservancy and Huron-Clinton Metroparks announced Nov. 12 a multi-year partnership that focuses on widening access to new programs and recreation for city and suburban families. Seen here is a rendering of the Ralph C. Wilson, Jr. Centennial Park along the Detroit Riverfront, which is slated for 2023. (Image courtesy of detroitriverfront.org)

Posted by Scott Bolthouse

The Huron Hub

Nov. 18, 2020

The Detroit Riverfront Conservancy and Huron-Clinton Metroparks announced Nov. 12 a multi-year partnership that focuses on widening access to new programs and recreation for city and suburban families, and leverages the world-class parks, greenways and public spaces managed by the two organizations.



REPORT THIS AD

Through the partnership, Metroparks will establish a physical presence in Detroit and contribute \$6 million over seven years to the Conservancy for expanded programs and operations at the future Ralph C. Wilson, Jr. Centennial Park on the West Riverfront.

The Huron-Clinton Metroparks Board of Commissioners approved the partnership agreement which will begin immediately with two years of combined robust programming and joint outreach efforts leading up to the opening of Ralph C. Wilson, Jr. Centennial Park along the Detroit Riverfront, which is slated for 2023. Once the park is open, the agreement includes another five full years of partnership that leverages the strengths of each organization.

“We couldn’t be more thrilled to expand our collaboration with such a great organization like the Detroit Riverfront Conservancy, build more relationships within the city and with all those who call it home, and have the opportunity to contribute in one small way to the dynamic energy and spirit that are the essence of Detroit,” said Amy McMillan, Director of Huron-Clinton Metroparks. “This partnership will allow us to build upon our commitment of providing exceptional recreation and educational opportunities and better, more equitably serve the city, its neighborhoods and surrounding communities, all while complementing the world-class ring of 13 regional parks in southeast Michigan.”

“We are excited by the opportunities of growing our partnership with Huron-Clinton Metroparks,” said Mark Wallace, President and CEO, Detroit Riverfront Conservancy. “The ecosystem of parks and public space becomes stronger when we work together in partnerships like this one. We can do more and serve more people by embracing a truly regional perspective and leveraging our shared commitment to equity and diversity in recreation.”

Ralph C. Wilson, Jr. Centennial Park is one of the most significant projects on the horizon for the Conservancy and a major step forward in completing its goal of developing 5.5 miles of revitalized riverfront. It will dramatically change the landscape along the downtown riverfront, and it is expected to significantly boost economic benefit in the area as well. The 22-acre park will feature a water component, Sport House with basketball courts, the Delta Dental Play Garden with an array of animal structures for kids to climb in and around and a large lawn that will be used for special events and programming.

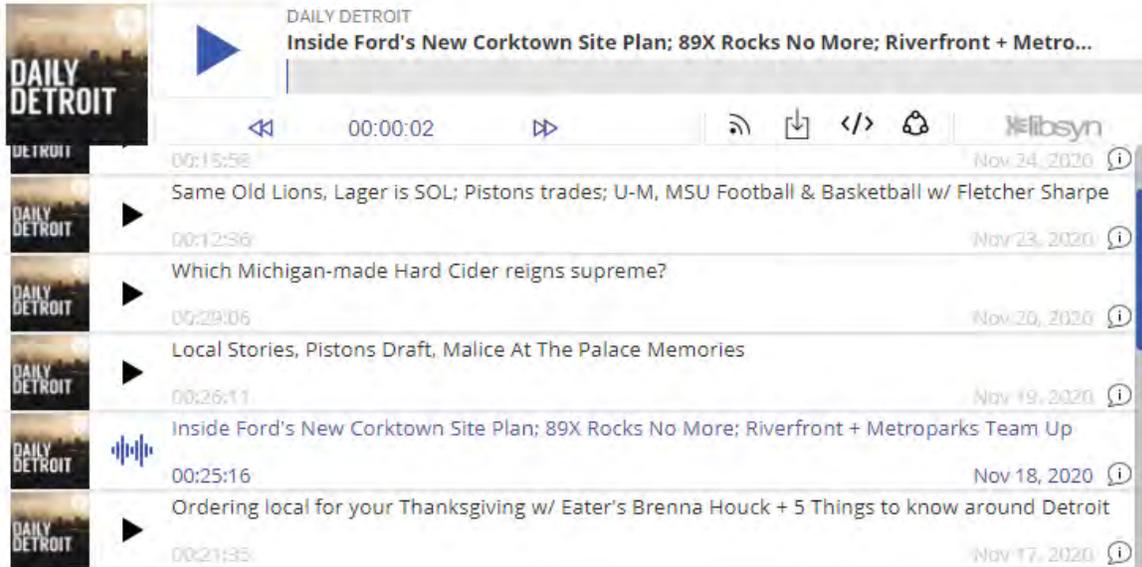
The organizations first began working together in 2015 with programs at special events along the riverfront that educated thousands of Detroiters on wildlife and the outdoors. Teams for each organization are working to finalize details on future programs starting as early as 2021. One of the most ambitious goals is to develop a swimming program to teach Detroiters how to swim. Currently, 70 percent of Detroit children do not know how to swim.

Metroparks and the Conservancy are both reporting significant increases of visitors during 2020. The Detroit Riverfront attracts 3.5 million visitors annually and has remained open every day during the coronavirus pandemic. Since March, use of the Detroit Riverwalk has increased 20 percent and Dequindre Cut usage has increased by 40 percent. During the first decade of the riverfront revitalization project, more than \$1 billion in public and private investment has occurred. To date, the Conservancy has invested more than \$169 million in the revitalization of the Detroit Riverfront.

Metroparks attracts 5.6 million visitors to its 13 parks comprising 25,000 acres annually and a recent study by the Trust for Public Land found the Metroparks generate more than \$90 million in direct visitor spending as well as millions more in other economic, environmental and health benefits each year across the five counties and hundreds of communities it serves – even before the pandemic hit. Since COVID-19 first hit, the Metroparks has reported a 28 percent increase in attendance and remained open, but with precautions and capacity monitoring in place. Both organizations have found that during the pandemic access to nature and public spaces are more important than ever for the physical and mental health of our communities.

The partnership also aims to spur better outcomes for health and wellness through expanded exposure to the outdoors both in the city and the surrounding five counties.

Previous Podcast Episodes



The image shows a podcast player interface for 'DAILY DETROIT'. At the top, there is a play button and the text 'DAILY DETROIT' followed by the episode title 'Inside Ford's New Corktown Site Plan; 89X Rocks No More; Riverfront + Metro...'. Below this is a progress bar showing '00:00:02' and various control icons (rewind, play/pause, fast forward, volume, download, code, refresh, and a 'libsyn' logo). A list of seven previous episodes is shown below, each with a 'DAILY DETROIT' thumbnail, a play button, a duration, the episode title, and a date with an information icon.

Thumbnail	Play Button	Duration	Episode Title	Date	Info Icon
DAILY DETROIT	▶	00:15:58	Same Old Lions, Lager is SOL; Pistons trades; U-M, MSU Football & Basketball w/ Fletcher Sharpe	Nov 24, 2020	i
DAILY DETROIT	▶	00:12:36	Which Michigan-made Hard Cider reigns supreme?	Nov 23, 2020	i
DAILY DETROIT	▶	00:29:06	Local Stories, Pistons Draft, Malice At The Palace Memories	Nov 20, 2020	i
DAILY DETROIT	▶	00:26:11	Inside Ford's New Corktown Site Plan; 89X Rocks No More; Riverfront + Metroparks Team Up	Nov 19, 2020	i
DAILY DETROIT	▶	00:25:16	Ordering local for your Thanksgiving w/ Eater's Brenna Houck + 5 Things to know around Detroit	Nov 18, 2020	i
DAILY DETROIT	▶	00:21:33		Nov 17, 2020	i

So hop aboard. We'd love to have you as a listener. Let's make a better Detroit, together.

Report Type : Detailed Report	Report Name : Detroit Riverfront Conservancy and Huron-Clinton Metroparks Partnership Media Report	Date : 12/01/2020	Time : 16:13:03
---	---	-------------------	-----------------

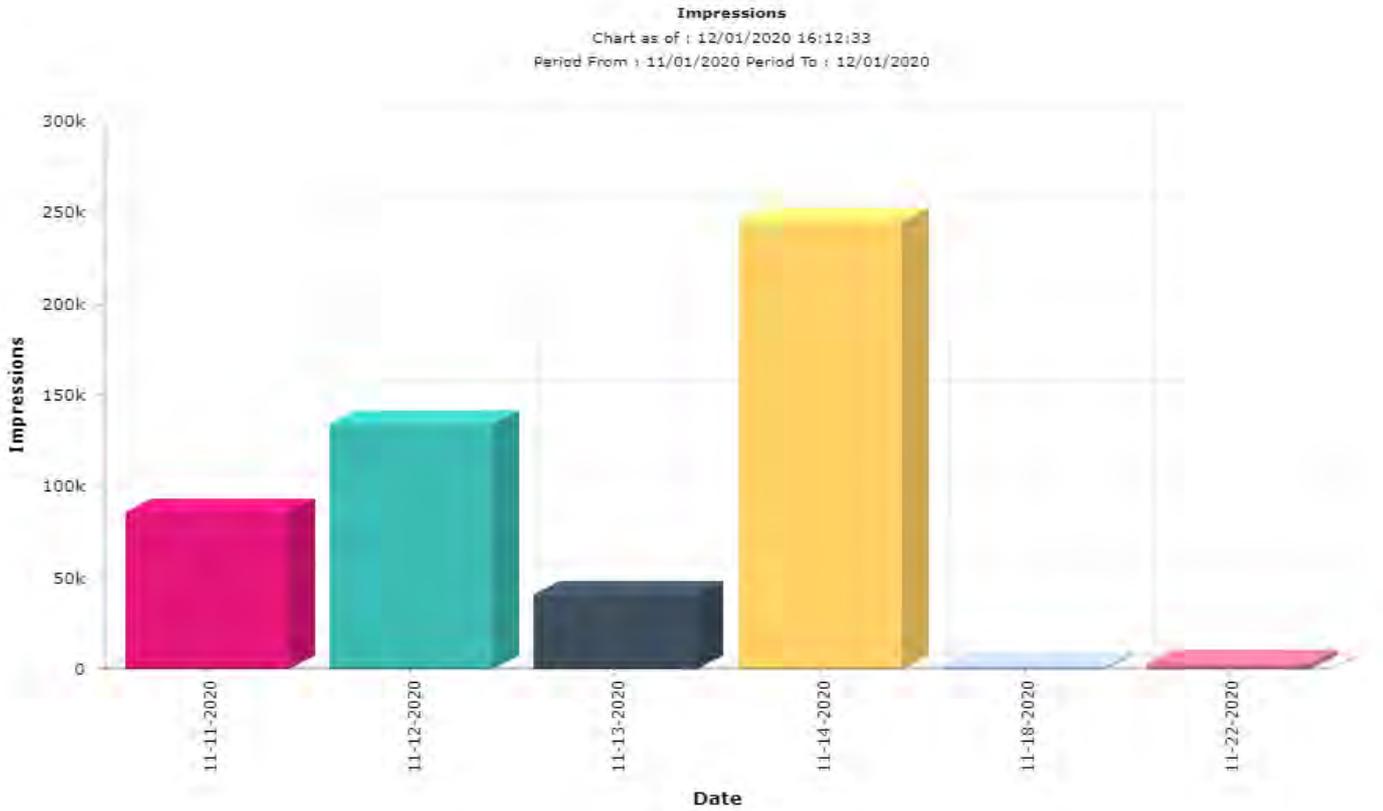
	12	PRINT	WEB	TV	RADIO	PODCAST	BLOG	WIRE	SOCIAL	1 Dec 2020
		0	12	0	0	0	0	0	0	

Total Stories 12	Total Stories in Folders 12
-------------------------	------------------------------------

Folders	Total	Print	Web	TV	Radio	Podcast	Blog	Wire	Social
Detroit Riverfront Conservancy Huron-Clinton Metroparks Partnership	12	0	12	0	0	0	0	0	0

S.No	Published Date	Outlet	Media Type	Headline	Impressions
1	11-22-2020	Daily Detroit Podcast	🌐 -Web	Inside Ford's New Corktown Site Plan; 89X Rocks No More: Riverfront + Metroparks Team Up	3,442
2	11-18-2020	Huron Hub	🌐 -Web	Detroit Riverfront Conservancy, Metroparks announce multi-year partnership at Ralph C. Wilson, Jr. Centennial Park	1,496
3	11-14-2020	Oakland Press	🌐 -Web	Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership	114,176
4	11-14-2020	News-Herald	🌐 -Web	Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership	44,737
5	11-14-2020	Daily Tribune	🌐 -Web	Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership	2,148
6	11-14-2020	Press & Guide	🌐 -Web	Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership	8,500
7	11-14-2020	Macomb Daily	🌐 -Web	Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership	63,642
8	11-14-2020	Voice News	🌐 -Web	Huron-Clinton Metroparks and Detroit Riverfront Conservancy announce partnership	11,873
9	11-13-2020	Michigan Chronicle	🌐 -Web	The Detroit Riverfront Conservancy, Huron-Clinton Metroparks Announce Partnership	8,685
10	11-13-2020	DBusiness	🌐 -Web	Detroit Riverfront Conservancy and Metroparks to Partner at Wilson Centennial Park	32,212

S.No	Published Date	Outlet	Media Type	Headline	Impressions
11	11-12-2020	Crain's Detroit Business	🌐 -Web	Huron-Clinton Metroparks to establish Detroit presence through agreement with Detroit Riverfront Conservancy	133,964
12	11-11-2020	WWJ-AM Online	🌐 -Web	Detroit Riverfront Conservancy, Metroparks enter partnership	85,694



Impressions	
Total Impressions #	510,569

Detroit Riverfront Metroparks Announcement



Total National TV Audience
32,116

Total National TV Publicity
USD \$4,051

Total Local TV Audience
32,116

Total Local TV Publicity
USD \$4,051

Total Number of Clips 5

[Collapse](#)



Play Direct Link

WWJ-AM

Time Nov 12, 2020 6:42 PM EST
Local Broadcast Time 6:42 PM EST
Category Special
Call Sign WWJAM (NewsRadio)
Market DMA: 15 Detroit, MI
Language English

new along the detroit river fronts the riverfront conservancy and here on clinton metro parks they've entered a pilot partnership to bring new programming and recreation to the ralph c. wilson junior centennial park that's in the west and of the river front there is as section on that hierar that has a %hesitation i wire peter and having a really really we won't have a really be animated alan natural area and i know that when people cr airing on well yeah near you and you know my heart i in harlem river right amy mcmillan is director of the here on clinton metro parks who says i

[Read More](#)



Play Direct Link

Paul W. Smith

Time Nov 13, 2020 8:36 AM EST
Local Broadcast Time 8:36 AM EST
Category Talk News
Call Sign WJRAM (News Talk)
Market DMA: 15 Detroit, MI
Language English

details more paul w. smith on w. j. are once again substituting here's kevin deeds it's eight thirty five on this friday friday the thirteenth of novem you listen to paul the least michelle thanks for stopping by were live on face book is well we appreciate you spent in a few minutes with us this m and join us now we have a couple of gas mark wallace president c. e. o. of the detroit river front conservancy and any mcmillan director of the hu clinton metro parks and they're here to announce a partnership that is going to be something you all are going to be very excited about %hesitati

[Read More](#)

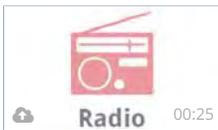


Play Direct Link

No Program Name Available

Time Nov 13, 2020 7:43 AM EST
Local Broadcast Time 6:43 AM CST
Call Sign WDET (NPR)
Market DMA: 15 Detroit, MI
Language English

Detroit Riverfront Conservancy and the Huron Clinton Metro Parks are teaming up to expand recreational opportunities in southeast Michigan. systems say they've seen a big boost in visitors this year as people look for something to do during the pandemic. The metro parks will contribute million dollars toward operations of the Ralph S.. Wilson Jr. Centennial Park, which is scheduled to open on the West Riverfront in 2023.



Play Direct Link

No Program Name Available

Time Nov 13, 2020 11:06 AM EST
Local Broadcast Time 10:06 AM CST
Call Sign WDET (NPR)
Market DMA: 15 Detroit, MI
Language English

The **Detroit riverfront**. Conservancy and the Huron Clinton Metro Parks are teaming up to expand recreational opportunities in southeast Michi; both systems say they've seen a big boost in visitors this year as people look for something to do during the pandemic. The metro parks will conti six million dollars towards operations of the Ralph S. Wilson Jr. Centennial Park. It's scheduled to open on the West Riverfront in twenty twenty th Currently,



Play

Direct Link

Live in the D

Time Nov 13, 2020 10:02 AM EST

Local Broadcast Time 10:02 AM EST

Category Newsmagazine

Call Sign WDIV (NBC)

Market DMA: 15 Detroit, MI

Language English

Est. National Audience 32,116

Est. National Publicity Value USD \$4,051

Est. Local Audience 32,116

Est. Local Publicity Value USD \$4,051

the parade because there won't be peebople out the. >>> and they'll be expanding the amenities along the riverfront. they have partnered with h clinton metro parks, and it seems like a marriage that makes sense, to me. >> Jason: metro parks will contribute \$6 million to the conservancy ove years for programs at the centennial park on the west riverfront and slated to open in 2023. if you think, wait, west riverfront? yes, windsor is sou here. >> Tati: it's a big space. they've started

NOTE: This report contains copyrighted material and may be used for internal review, analysis or research only. Any editing, reproduction, or publication is prohibited. Please visit our website for full terms of use. For complete coverage, please login to your Critical Mention account. Estimated audience data provided by Nielsen. Estimated publicity value data provided by Nielsen and SQAD.

Visit us at

www.criticalmention.com



To: Board of Commissioners
From: Artina Sadler, Chief of Diversity, Equity and Inclusion
Subject: Report – DEI Monthly Update
Date: December 4, 2020

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file DEI Update as recommended by Chief of Diversity, Equity and Inclusion Artina Sadler and staff.

Attachment: DEI Update



8-B-3-a

DEI BOARD REPORT

December 2020



[METROPARKS.COM](https://www.metroparks.com)



TABLE OF CONTENTS

Overview.....	5
DEI Department	6
Cross-departmental DEI Work	9

OVERVIEW

Greetings Commissioners,

Way back in February, a participant in Tier 1 DEI training asked me a very direct and important question, “How would I know if our DEI efforts are working?” My response was simple, “people would start talking about it.” My response highlighted two purposeful intentions: first, to create safe space to explore DEI topics and themes without fear, condemnation or judgement and second, to begin to change how we do our work.

I am proud to say our efforts are working! Metropark employees are talking about DEI. We have received positive feedback on the trainings. Parks report impromptu DEI related conversations occurring in locker rooms and offices. To be clear, everyone does not agree on everything; but that was never the goal. Conversations...conversations...conversations; that’s what’s important.

Additionally, we are DOING DEI across departments in ways that are quickly becoming our new normal. For example, when projects arise, multiple departments (including DEI) are brought into the process early, before irrevocable decisions are made. It is also encouraging to see how many Department Heads have begun to ask similar questions related to equity and inclusion in programming, survey development, website content, policy reviews, etc. Silos are slowly dissolving, and DEI is becoming more of a lens and less of an afterthought.

Overall, November and December 2020 have been incredibly busy. However, I am encouraged with our progress. As we continue to move forward and operationalize DEI throughout the organization, the **Storming phase** of the DEI plan will soon be upon us. Storming starts when newly enacted processes from the Forming stage become operationalized and conflicts with the traditional way we do our work. For example, managers and staff may be upset that a preferred (not necessarily most qualified) candidate may not be selected because of the results of the new interview process. Grievances and lawsuits are most common during this stage, as people fight to maintain fidelity of the traditional system. As stated in the DEI plan, “**This is the stage where most DEI processes fail.**”

Regardless of the stage (or stages) we find ourselves in, **we will be ready**. I am optimistic about 2021; I believe we are going to do some ground-breaking things. You should be proud too; your collective boldness is paying off 😊...Thank you.

If you have any questions regarding the contents of this report or any DEI-related question, please feel free to contact me at artina.sadler@metroparks.com or 810.819.7540.

Sincerely,

Artina

DEI DEPARTMENT

AMERICANS WITH DISABILITIES ACT (ADA)

- Completed Anti-Ableism training
- Completed ADA Assessment Tool training

MISCELLANEOUS

- Attended a lecture with Dr. Ibram X. Kendi (author, professor, antiracist activist, and historian of race and discriminatory policy in America) through UM
- Participated in the Leadership Retreat

RELATIONSHIP BUILDING

- Participated in a conversation with UM about DEI partnership opportunities. The meeting was facilitated by Commissioner Marans.
- Connected with Marlanna Landeros, Program Manager, DPSS (department of Public Safety and Security) at UM to discuss training vendors for the MP Police Department. (as a result of the previous point)
- Connected with Robin Carter-Cooper Chief of Diversity, Equity and Inclusion Officer for Oakland County to discuss potential partnership opportunities.
- Connected with Amy Johnson, Implicit Bias Project@ Harvard RE: the use of Implicit Bias quizzes as a tool for DEI engagement
- Connected with Jo Anne Mondowney of the Detroit Public Library to discuss opportunities to collaborate

SPECIAL PROJECTS

- The Library Network and the Suburban Library Cooperative
 - The goal to provide equitable access to internet hotspots in underserved communities within our five-county service region to promote and expand access to Interpretative Services' programming
 - In partnership with Interpretative Services and IT departments
- Reclaiming Restorative Space
 - Continuing

- Learn to Swim Program
 - Working with DRFC and the Planning Department to develop a water safety program pilot in the City of Detroit
- MAP (Michigan Access Pass)
 - Interpretative Services and DEI are in discussions with The Library Network to explore the possibility of the Metroparks participating in the MAP (Michigan Access Pass) program in 2021.
- Speakers Series (perspective speakers)
 - Heather McGhee, author of *The Sum of Us: What Racism Costs Everyone and How We Can Prosper Together*
 - Dorcetia Taylor, author and Environmental Justice Scholar

TRAINING

- Training is back on track! In 2020 we trained a total of **362** employees
 - Trained a total of 205 employees between October 15 - November 7
 - Tier 1 training is scheduled for December 14 and 15, 2020
 - Tier 2 training is scheduled for January 2021
 - Tier 3 training will begin in late February 2021 and run through late April 2021
 - All training through April will be virtual
- Tested an ADA training for Law Enforcement
- Working with District Superintendents, Park Managers and Park Support Specialists to create training pods. Training pods are areas within park districts, where employees can attend and fully participate in virtual training while maintaining socially distance. We are working to secure over the ear head phones, computer microphones and web cameras for those areas.

CROSS- DEPARTMENTAL DEI WORK



CROSS-DEPARTMENTAL DEI WORK

DEI work is not done in a vacuum. The majority of the work coming from the DEI department is done in collaboration with other departments. In fact, removing silos and finding equitable ways of working together are critical to successful and sustainable DEI efforts. Likewise, DEI is an important part of the work of other departments. The following is a list of DEI initiatives across departments; again, some of these initiatives will also be covered in Departmental Updates.

ADMINISTRATION

- Finalized the Project Partnership with the Detroit Riverfront Conservancy
- Hosted the Leadership Retreat
- Continue outreach activities for Rogue Park
 - Conducted a site visit to better understand future partnership opportunities
 - Discussed potential partnership opportunities with Megan Elliott (City of Detroit)
- Learn to Swim Program
 - Expanded the conversation, currently between Planning, DEI and DRFC, to include the city of Detroit and MI Department of Natural Resources
 - The goal is by expanding the conversation, we can expand the partnership opportunities

FINANCE/PURCHASING DEPARTMENT

- Finalizing the 2021 budget
- Preparing for the Board Level Living Wage discussion

HUMAN RESOURCES

- Received a total (to-date) of 116 applicants for four full-time positions in the Police Department
- Working with the Police Department to schedule second round interviews
- Worked with DEI to coordinate budget line item requests to avoid duplicative requests and to better collaborate and support work on recruitment, internship and apprenticeship programs

INTERPRETATIVE SERVICES

- Partnering with DEI and IT departments to develop the Library Network Partnership
 - DEI training--NAI National Conference 2020
 - ✓ Keynotes highlight diversity and equity in natural and cultural interpretation
 - ✓ Diversifying our Interpretive Workforce
 - ✓ Scents and Sounds in a Hands-off World
 - ✓ Engaging New Neighbors: A Zoo on the Move
 - ✓ Keynote Presentation: Jose Gonzalez – Founder of Latino Outdoors
 - ✓ Keynote Presentation: Heather Hodges – Taking Care of the Root, to Heal the Tree
 - ✓ Section Meeting – Justice, Equity, Diversity, Inclusion, and Accessibility (JEDIA)
 - ✓ Pre-Conference: Making Strides to Become more Diverse, Equitable, and Inclusive
 - Interpretive Organizations
 - ✓ Seen Through My Eyes: Access for the Blind
 - ✓ The Fundamentals of Interpretation

- ✓ Fostering Connections Through Nature Journaling
- ✓ Scents and Sounds in a Hands-off World
- ✓ Engaging New Neighbors: A Zoo on the Move
- Programming:
 - PRESENTED (Southern District Interpreters) at Indiana University Intro to Outdoor Recreation, Parks and Human Ecology Class on “Appeals to Teens and Young Adults in Underserved Areas.”

INFORMATION TECHNOLOGY

- Working with Interpretative Services and DEI to develop the Library Network Partnership
- Working with DEI to set up tech for district training pods.

MARKETING AND COMMUNICATIONS

- Discussed initial plans to improve community engagement and creative activations within Detroit neighborhoods and organizations as part of the proposed DRFC partnership communications plan with established goals. A more thorough plan would be presented to the board at a later date in preparation for summer 2021.
- Working with DEI, Planning, IT and Interpretive departments to develop a new program and event submission process that also integrates a focus on including information to improve accessibility and understanding of programs by audiences.
- Working to publish the first iteration of information for the website related to accessibility and starting to think about content for the website, maps, brochures and signage in a way that describes park experiences in a more detailed way to allow visitors to determine if it is an experience they can and want to participate in.
- After a successful attempt to draw in more applicants for open police positions, marketing again worked with Human Resources and DEI to send out a coordinated push for applicants for open full-time positions in maintenance and police. Those promotions and outreach to media, email subscribers and social media are still taking place.

PLANNING AND DEVELOPMENT

- ADA
 - Staff attended Anti-Ableism and Assessment Tool training
 - Continue to work with Marketing, Interpretative, IT and DEI on the new program submission process and form.
- Facilitated stakeholder engagement meeting with the Detroit Association of Black Organizations (DABO) and solicited input from the Detroit Riverfront Conservancy and the general public via an online survey (over 160 responses received in less than one week). The goal for the meeting was to solicit community feedback on preferred design/experience elements at the proposed new Woods Creek playground.
- GRANTS...GRANTS...and MORE GRANTS 😊

POLICE DEPARTMENT

- Preparing for second round interviews





To: Board of Commissioners
From: Nina Kelly, Chief of Planning and Development
Project Title: Report – 2020-2023 Rouge Park Partnership Update
Date: December 4, 2020

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the report on the 2020-2023 Rouge Park Partnership as recommended by Chief of Planning and Development Nina Kelly and staff.

Background: The Metroparks is in its first of a three-year partnership plan (approved by the Board in March 2020) with the city of Detroit Parks and Recreation to support Rouge Park. The goals of this partnership are to restore the native prairie habitat at Rouge Park, improve the overall accessibility and use of the area, and to engage the community and create awareness for the park and the outdoors through volunteerism and visitation to the park.

The 2020-2023 Partnership Plan identified four primary areas in which Metroparks staff will provide support: Natural Areas Management, Volunteer Services, Grant writing, and Marketing/Communications. The following describes the work completed in 2020.

1. REI Grant Implementation

In collaboration with the city of Detroit Parks and Recreation department and the Friends of Rouge Park, the Metroparks received a \$10,500 grant from Recreation Equipment, Incorporated Co-op (REI) in May 2020 for the support of the Prairie Restoration project at Rouge Park. Outcomes of this grant funding include:

- a renovated trailhead kiosk at the South Prairie with poured concrete, two benches, and a garbage can;
- updated wayfinding signage throughout the Prairie;
- A Peace Pole, *symbolizing the oneness of humanity and our common wish for world at peace* (<https://www.worldpeace.org/peacepoleproject/>) will be installed at the Sorenson area of Rouge Park, with the languages in English, Arabic, Ojibwe, and Spanish along with a Braille plate that is a reflection of the demographics of the local community;
- minimum 60 stewardship volunteer hours for prairie restoration and invasive species removal (rescheduled for Spring 2021 due to COVID 19); and
- Nature Resources Support.

The site was assessed by the Natural Resources (NR) Coordinator and Natural Areas Crew (NAC) lead in early October to determine the state of the prairie restoration, where work should focus, and what methodology to best employ.

The prairie is currently fragmented into several distinct sections, with two sections of diverse and relatively intact established native plant communities separated by a section dominated by brome grass.

Sporadic invasive shrub clumps are common throughout forming dense thickets in multiple sections and are colonizing native dominated sections.

The NR coordinator determined that staff efforts should focus on the area west of the "southern prairie trail head" as work has occurred here in the past, and it has a high diversity of native plants, thus our efforts would have the most positive ecological impact.

The NR coordinator and NAC lead concurred that foliar spray as a method for invasive shrub control was inappropriate at this time given the state of foliage senescence and instead opted for a shrub cutting and stump herbicide treatment.

Staff subsequently spent three days cutting and treating non-native shrubs in the 'southern prairie' scattering small shrubs and creating low brush piles when dense patches were removed. The thought was that if forestry mowing isn't possible at some future date, the brush piles will be low enough as to not be dramatically noticeable to park patrons. (See map "Rouge Park Worklog" for extents.)

Finally, future work planning for 2021 has been completed in ARC GIS and can be made available as requested (see map "work_planning"). In 2021, staff will complete foliar spraying for young invasive shrubs as well as any resprouts earlier in the summer, and will work to address a novel invasive threat, porcelain berry *Ampelopsis glandulosa*, which staff has noted as aggressively colonizing portions of the park. The plant is currently unknown outside Wayne County and addressing it promptly could keep it from spreading beyond the park. A best management practice, early detection and rapid response to new threats can potentially save the rest of the region from having to invest the time and effort (and money) into having to deal with an aggressive invader.

Other planned work is to bring in a forestry mower in to remove large, dense stands of invasive shrubs. A routine of seasonal mowing in the winter months can suppress and even kill invasive shrubs over time, while reducing impacts on wildlife. Ideally, the Metroparks can mow down large shrubs with its forestry mower so that park staff can maintain the prairie's shrub and tree free structure with mowing equipment they already have.

2. Marketing/Communications

A communications plan was included in the original partnership agreement to create awareness and promote the improvements being made at Rouge Park and the Prairie, specifically. The efforts this summer included a joint press release that was sent in June, 2020 and an article published on our website <https://www.metroparks.com/new-partnership-to-support-and-improve-rouge-park/>.

The article was also included in the July e-newsletter and had an 18.4 percent open rate and a 9.4 percent click through rate, which are both above industry averages for email marketing. Email was successfully sent to a total of 72,448 subscribers; 78 of the newsletter's total 1,596 clicks (4.9 percent) were to read the full article about the partnership on our website.

2020-2023 ROUGE PARK PARTNERSHIP UPDATE

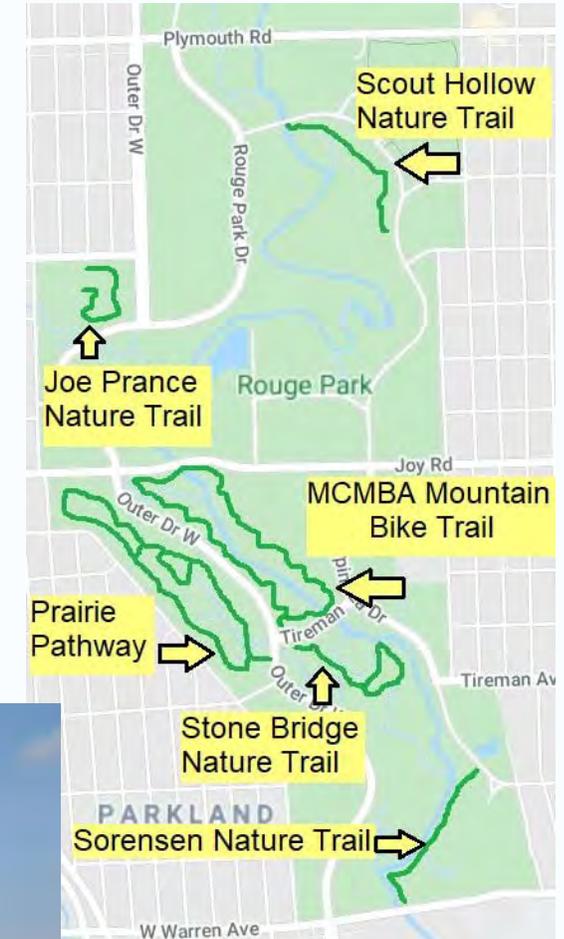
Nina Kelly, Chief of Planning & Development

December 10, 2020



REI GRANT

- Coordination with City of Detroit, Friends of Rouge Park
- Prairie Pathway South Trailhead improvements
 - Plan developed (Detroit)
 - Peace pole ordered
 - Bench ordered
- Volunteer workdays postponed due to COVID-19



2020 NATURAL RESOURCES WORK

- cutting and treating non-native shrubs in the 'southern prairie'
- scattering small shrubs and creating low brush piles when dense patches were removed





PLANNED 2021 NR WORK

NR Field Master



Master map for field work.

600ft

QUESTIONS?





To: Board of Commissioners
From: Nina Kelly, Chief of Planning and Development
Project: Approval/Grant Resolution – Accessible Launch Development
Location: Lake St. Clair Metropark
Date: December 4, 2020

Action Requested: Motion to approve

That the Board of Commissioners (1) approve the Michigan Department of Environment, Great Lakes, and Energy (EGLE)'s Michigan Coastal Management Program (MCMP) grant resolution; and (2) approve \$194,863 as a match to develop an accessible kayak launch in Lake St. Clair Metropark, as recommended by Chief of Planning and Development Nina Kelly and staff.

Fiscal Impact: The total project cost is \$389,726 to develop an accessible kayak launch. The Metroparks would contribute 50 percent of the total project cost, equivalent to \$194,863 in matching funds and in-kind services.

Background: The MCMP “invests and partners to protect, preserve, restore, enhance, and wisely develop the natural and culturally historic resources on Michigan’s coasts.” This project proposal is being submitted under the “Enhancing Public Access to the Great Lakes” focus area and would involve the relocation of kayak launching activities from the boat launch area to an unused section of shoreline adjacent to the park maintenance yard. The primary goals of this relocation are to (1) to increase the safety of the growing number of non-motorized watercraft users by separating these activities from the motorized boat launching operations, and (2) increase accessibility to paddling overall.

The project would include the installation of an accessible dock system for use by the public, Voyageur canoe interpretive programs, and the park’s paddle sport concessionaire, Simple Adventures. Other site improvements include the establishment of accessible parking, the development of connector paths, and the removal of brush overgrowth and a section of fencing.

If awarded, the proposed project could begin no earlier than October 2021 and be completed within 15 months from the start date.

**Attachments: Kayak Launch Area Concept
Grant Resolution**

KAYAK LAUNCH AREA CONCEPT PLAN

LAKE ST. CLAIR METROPARK
SEPTEMBER 22, 2020

PHASE 1 BOUNDARY.
SOME ITEMS WITHIN THIS
AREA TO BE CONSTRUCTED
DURING PHASE 2 OR LATER.



- PHASE 1**
1. REMOVE FENCE
 2. UNDERBRUSH REMOVAL AT FENCE
 3. INSTALL 8' HT. BARB WIRE FENCE
 4. INSTALL DOUBLE GATE TO YARD
 5. 40' X 50' VENDOR STORAGE AREA
 6. MODIFY AGGREGATE LOT LAYOUT
 7. REALIGN AGGREGATE ENTRY ROAD
 8. RELOCATE & ADD PARKING BLOCKS
 9. CONSTRUCT 25' X 60' SAND LAUNCH
 10. TEMP. ADA ACCESS MAT TO WATER
 11. CONSTRUCT CONCRETE WALKS
 12. ADD PORT-A-JOHNS
 13. ADD HANDICAP PARKING SIGNS
 14. ESTABLISH TURF
 15. SHORELINE RESTORATION (NR CREW)
 16. WATER & ELECTRIC TO FUTURE BUILDING LOCATION (NOT SHOWN)
 17. TRAILER PARKING SPACES, 42' DEEP
 18. DROP-OFF AREA - 3 LANES WIDE
- PHASE 2 OR LATER**
19. 20' X 30' OPERATIONS SHED
 20. 18' X 50' DOCK WITH 30' GANGWAYS
 21. PAVED ADA PARKING SPACES
 22. EXPANDED SAND LAUNCH AREA
 23. ADDITIONAL CONCRETE WALKS
 24. 20' X 20' RENTAL / PROGRAM SHELTER
 25. VOYAGEUR CANOE STORAGE SHED
 26. SHADE TREES
 27. PATHS TO LAUNCH & TRAIL
 28. TURF PARKING LOT ISLANDS
 29. PAVEMENT STRIPING AND ARROWS
 30. INTERNET CONNECTION IMPROVEMENTS (NOT SHOWN)

KAYAK LAUNCH AREA ENLARGEMENT

LAKE ST. CLAIR METROPARK

SEPTEMBER 22, 2020



PHASE 1

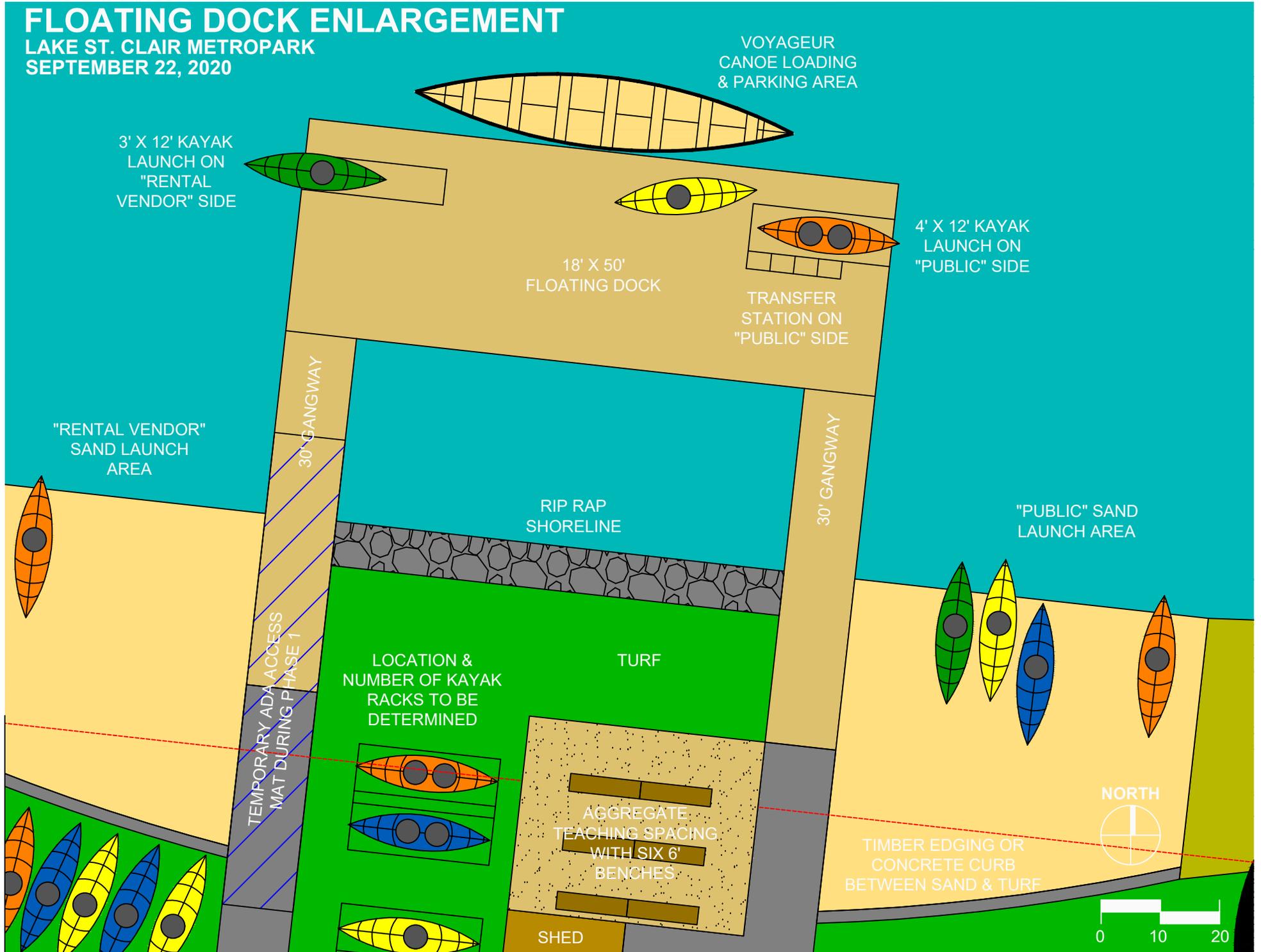
1. REMOVE FENCE
2. UNDERBRUSH REMOVAL AT FENCE
3. INSTALL 8' HT. BARB WIRE FENCE
4. INSTALL DOUBLE GATE TO YARD
5. 40' X 50' VENDOR STORAGE AREA
6. MODIFY AGGREGATE LOT LAYOUT
7. RELOCATE & ADD PARKING BLOCKS
8. CONSTRUCT 25' X 60' SAND LAUNCH
9. TEMP. ADA ACCESS MAT TO WATER
10. CONSTRUCT CONCRETE WALKS
11. ADD PORT-A-JOHN
12. ADD HANDICAP PARKING SIGNS
13. ESTABLISH TURF
14. SHORELINE RESTORATION (NR CREW)
15. DROP-OFF AREA - 3 LANES WIDE
16. WATER & ELECTRIC TO FUTURE BUILDING LOCATION (NOT SHOWN)

PHASE 2 OR LATER

17. 20' X 30' OPERATIONS SHED
18. 18' X 50' DOCK WITH 30' GANGWAYS
19. PAVED ADA PARKING SPACES
20. EXPANDED SAND LAUNCH AREA
21. ADDITIONAL CONCRETE WALKS
22. 20' X 20' RENTAL / PROGRAM SHELTER
23. VOYAGEUR CANOE STORAGE SHED
24. SHADE TREES
25. INTERNET CONNECTION IMPROVEMENTS (NOT SHOWN)
26. TURF PARKING LOT ISLANDS

FLOATING DOCK ENLARGEMENT

LAKE ST. CLAIR METROPARK
SEPTEMBER 22, 2020



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

Resolution Supporting the
Michigan Department of Environment, Great Lakes, and Energy
Water Resources Division
Coastal Management Program Grant Funding Opportunity

Resolution No. 2020-20

Motion made by: Commissioner _____

Supported by: Commissioner _____

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON December 10, 2020, THE BOARD ADOPTED THE FOLLOWING RESOLUTION:

WHEREAS, the Huron-Clinton Metropolitan Authority (HCMA) is submitting a proposal for Michigan's Coastal Management Program for an accessible kayak/paddle launch at Lake St. Clair Metropark; and

WHEREAS, operations staff, Planning and Development, and Engineering have developed a concept including site plan and cost estimate; and

WHEREAS, funding is available from the U.S. Department of Commerce through the Coastal Management Program, and

WHEREAS, total project cost is estimated at about \$389,726, 50 percent of which would be funded through the Coastal Program and 50 percent would be a local match; and

NOW, THEREFORE, BE IT RESOLVED, that the Huron-Clinton Metropolitan Authority approves the submission of the grant application to the Michigan Coastal Management Program for up to \$194,863 for the improvements to Lake St. Clair Metropark and commits that the local match shall be provided if the project is funded.

AYES: Commissioners: _____

NAYS: Commissioners: _____

ABSTAIN: Commissioners: _____

ABSENT: Commissioners: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority, on Dec. 10, 2020

Shawn Athayde, Recording Secretary



LATE ADDITION

To: Board of Commissioners
From: Jennifer Jaworski, Chief of Interpretive Services
Subject: Agreement – Library Partners Agreement
Date: December 8, 2020

Action Requested: Motion to approve

That the Board of Commissioners (1) approve the Library Partners Agreement to provide equitable access to hotspot service for students in need residing in the Metroparks five-county service region upon review and approval from legal counsel; and (2) authorize the director to sign the agreement as recommended by Chief of Interpretive Services Jennifer Jaworski and staff.

Fiscal Impact: Subject to the approval of the T-Mobile contract for unlimited data per hotspot and transfer of funds in January 2021.

Background: In the best of times, inequitable access to the internet is a major problem. During the COVID-19 pandemic, this problem has escalated to crisis proportions. As schools continue to shut down; remote learning is now the new normal; thereby requiring more residents to acquire data to download lessons, stream videos and join virtual meetings with their teachers.

In this given situation, families, in our five-county service region, struggle to provide data service in the bandwidth needed for virtual learning. Providing hotspots will provide students across our service region the ability to participate in remote learning by providing internet access. These hotspots will provide highspeed internet by using broadband connectivity with T-Mobile data services. This will provide students the ability to participate remotely in learning and the ability to conduct online research for assignments and projects.

Working with The Library Network, and the Suburban Library Cooperative, the Metroparks can increase the number of hot spots available in underserved communities in our service region, which in turn will help to provide more equitable access to data.

The Metroparks will provide one-year service plans for 100 hot spots with filters that will be checked out through the Library Partners for use in underserved areas in our five-county service region.

In addition to supporting the data needs of our service region, providing Hotspots will increase equitable access to virtual programming by the Interpretive Services Department. Cross promoting with the Library Partners will increase viability of Metroparks programming among library patrons and provide additional information about Library Partners' programs to our patrons.

The timeline of this partnership agreement is December 2020 – December 2021. The program will be assessed in September 2021 to determine if it will continue. This will allow the Metroparks to decide early in the 2022 budgeting process and provide notice to the Library Partners whether or not Metroparks will continue to fund the program.



LATE ADDITION

To: Board of Commissioners
From: Jennifer Jaworski, Chief of Interpretive Services
Subject: Approval – T-Mobile Contract for Library Hot Spots
Date: December 8, 2020

Action Requested: Motion to approve

That the Board of Commissioners (1) approve a contract with T-Mobile to provide equitable access to hotspot service for underserved students residing in the Metroparks five-county service region upon review and approval from legal counsel; and (2) approve staff to transfer funds from Administrative Office Services account to the Administrative Office Joint Government Services account to fund the project as recommended by Chief of Interpretive Services Jennifer Jaworski and staff.

Fiscal Impact: Subject to the approval of the Library Partners Agreement the monthly service fee is \$28.70 plus service fees for unlimited LTE data per hotspot. The annual impact is \$36,000.

Background: The Metroparks will provide a one-year service plan for 100 hot spots with filters that will be checked out through The Library Network and Suburban Library Cooperative for use in underserved areas in the Metroparks five-county service region.

With a 12-month service commitment, T-Mobile will provide the hotspot devices at no cost.

Working with The Library Network and the Suburban Library Cooperative, the Metroparks can increase the number of hot spots available in underserved communities in our service region, which in turn will help to provide more equitable access to data.

HURON-CLINTON METROPARKS MONTHLY STATISTICS

November, 2020

PARK	MONTHLY VEHICLE ENTRIES				MONTHLY TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	28,548	12,728	12,929	121%	\$ 110,218	\$ 58,482	\$ 52,281	111%
Wolcott Mill	3,590	100	2,021	78%	\$ 4,086	\$ 3,321	\$ 2,539	61%
Stony Creek	44,479	19,033	18,477	141%	\$ 131,927	\$ 42,538	\$ 40,675	224%
Indian Springs	6,944	2,868	2,929	137%	\$ 19,195	\$ 4,817	\$ 5,233	267%
Kensington	60,123	34,410	36,253	66%	\$ 152,250	\$ 51,290	\$ 51,734	194%
Huron Meadows	8,059	2,743	3,193	152%	\$ 150	\$ 692	\$ 1,929	-92%
Hudson Mills	20,050	10,318	9,646	108%	\$ 26,859	\$ 15,098	\$ 14,339	87%
Lower Huron/Willow/Oakwoods	80,474	29,816	31,448	156%	\$ 38,025	\$ 12,841	\$ 12,104	214%
Lake Erie	14,213	6,798	7,125	99%	\$ 27,463	\$ 15,406	\$ 15,317	79%
Monthly TOTALS	266,480	118,814	124,022	115%	\$ 510,173	\$ 204,485	\$ 196,151	160%

PARK	Y-T-D VEHICLE ENTRIES				Y-T-D TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	526,515	395,279	389,113	35%	\$ 1,995,994	\$ 1,539,210	\$ 1,510,710	32%
Wolcott Mill	30,263	30,019	47,799	-37%	\$ 21,959	\$ 86,216	\$ 62,326	-65%
Stony Creek	768,035	517,463	529,486	45%	\$ 3,098,566	\$ 2,225,927	\$ 2,243,386	38%
Indian Springs	109,082	83,040	84,227	30%	\$ 362,051	\$ 277,425	\$ 273,094	33%
Kensington	906,936	723,570	728,379	25%	\$ 3,244,679	\$ 2,479,377	\$ 2,506,068	29%
Huron Meadows	114,213	87,603	89,899	27%	\$ 35,740	\$ 86,449	\$ 81,256	-56%
Hudson Mills	284,458	191,616	193,438	47%	\$ 629,863	\$ 459,616	\$ 489,955	29%
Lower Huron/Willow/Oakwoods	658,061	498,356	521,818	26%	\$ 886,588	\$ 954,928	\$ 991,644	-11%
Lake Erie	226,711	182,251	181,321	25%	\$ 632,212	\$ 583,665	\$ 573,518	10%
Monthly TOTALS	3,624,274	2,709,197	2,765,480	31%	\$ 10,907,652	\$ 8,692,813	\$ 8,731,956	25%

PARK	MONTHLY PARK REVENUE				Y-T-D PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 110,708	\$ 63,364	\$ 56,469	96%	\$ 2,448,347	\$ 2,315,171	\$ 2,254,644	9%
Wolcott Mill	\$ 5,732	\$ 8,813	\$ 19,072	-70%	\$ 90,487	\$ 272,405	\$ 257,552	-65%
Stony Creek	\$ 191,268	\$ 59,615	\$ 61,180	213%	\$ 5,024,236	\$ 3,867,945	\$ 3,870,569	30%
Indian Springs	\$ 54,476	\$ 16,193	\$ 19,562	178%	\$ 1,283,846	\$ 1,088,926	\$ 1,090,474	18%
Kensington	\$ 200,694	\$ 87,246	\$ 82,075	145%	\$ 5,128,340	\$ 4,633,290	\$ 4,437,531	16%
Huron Meadows	\$ 34,676	\$ 6,240	\$ 9,526	264%	\$ 996,820	\$ 952,133	\$ 908,681	10%
Hudson Mills	\$ 58,282	\$ 17,680	\$ 19,175	204%	\$ 1,437,542	\$ 1,099,110	\$ 1,082,295	33%
Lower Huron/Willow/Oakwoods	\$ 73,167	\$ 18,636	\$ 20,636	255%	\$ 1,888,767	\$ 2,824,764	\$ 2,776,535	-32%
Lake Erie	\$ 51,195	\$ 17,906	\$ 21,333	140%	\$ 1,654,932	\$ 1,730,200	\$ 1,699,251	-3%
Y-T-D TOTALS	\$ 780,198	\$ 295,693	\$ 309,028	152%	\$ 19,953,318	\$ 18,783,943	\$ 18,377,531	9%

District	Y-T-D Vehicle Entries by Management Unit				Y-T-D Total Revenue by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	1,324,813	942,761	966,399	37%	7,563,071	6,455,520	6,382,765	18%
Western	1,414,689	1,085,829	1,095,942	29%	8,846,548	7,773,459	7,518,980	18%
Southern	884,772	680,607	703,139	26%	3,543,699	4,554,964	4,475,785	-21%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

November, 2020

GOLF THIS MONTH	MONTHLY ROUNDS				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	1,840	88	130	1319%	\$ 39,077	\$ 1,616	\$ 2,607	1399%
Indian Springs	1,748	65	172	918%	\$ 34,880	\$ 1,704	\$ 3,757	828%
Kensington	1,836	374	332	453%	\$ 36,832	\$ 7,099	\$ 7,363	400%
Huron Meadows	1,905	174	292	552%	\$ 34,526	\$ 4,632	\$ 7,225	378%
Hudson Mills	1,665	0	58	2754%	\$ 29,536	\$ 28	\$ 1,256	2252%
Willow	1,691	25	110	1437%	\$ 33,158	\$ 864	\$ 2,290	1348%
Lake Erie	1,404	12	137	922%	\$ 27,775	\$ 591	\$ 2,766	904%
Total Regulation	12,089	738	1,231	882%	\$ 235,784	\$ 16,534	\$ 27,264	765%
LSC Par 3	0	0	0	-	\$ -	\$ -	\$ -	-
LSC Foot Golf	0	0	0	-	\$ -	\$ -	\$ -	-
Total Golf	12,089	738	1,231	882%	\$ 235,784	\$ 16,534	\$ 27,264	765%

GOLF Y-T-D	GOLF ROUNDS Y-T-D				GOLF REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	35,692	29,890	29,450	21%	\$ 1,097,685	\$ 907,324	\$ 924,776	19%
Indian Springs	30,411	24,443	24,460	24%	\$ 887,791	\$ 710,600	\$ 698,636	27%
Kensington	36,622	34,406	31,633	16%	\$ 1,121,700	\$ 1,034,363	\$ 955,438	17%
Huron Meadows	32,766	27,945	26,772	22%	\$ 932,439	\$ 840,728	\$ 804,012	16%
Hudson Mills	29,159	21,496	19,331	51%	\$ 683,415	\$ 504,302	\$ 456,961	50%
Willow	30,234	23,611	21,985	38%	\$ 849,861	\$ 672,825	\$ 623,266	36%
Lake Erie	30,185	25,470	24,097	25%	\$ 809,505	\$ 688,342	\$ 671,547	21%
Total Regulation	225,069	187,261	177,728	27%	\$ 6,382,395	\$ 5,358,484	\$ 5,134,637	24%
LSC Par 3	6,965	5,433	6,450	8%	\$ 56,532	\$ 42,502	\$ 41,163	37%
LSC Foot Golf	754	823	645	17%	\$ 5,856	\$ 5,372	\$ 4,252	38%
Total Golf	232,788	193,517	184,824	26%	\$ 6,444,783	\$ 5,406,358	\$ 5,180,051	24%

AQUATICS THIS MONTH	PATRONS THIS MONTH				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Stony Creek Rip Slide	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
KMP Splash	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ 67	-
Lower Huron	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Willow	\$ -	\$ -	\$ -	-	\$ -	\$ 1,296	\$ 432	-
Lake Erie	\$ -	\$ -	\$ -	-	\$ -	\$ 44	\$ 37	-
TOTALS	\$ -	\$ -	\$ -	-	\$ -	\$ 1,340	\$ 536	-

AQUATICS Y-T-D	PATRONS Y-T-D				REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	12,552	44,386	44,207	-72%	\$ 50,433	\$ 221,464	\$ 220,048	-77%
Stony Creek Rip Slide	0	22,771	25,582	-	\$ -	\$ 119,246	\$ 130,296	-
KMP Splash	37,538	39,035	40,660	-8%	\$ 153,757	\$ 275,882	\$ 256,453	-40%
Lower Huron	0	82,566	85,762	-	\$ -	\$ 946,911	\$ 905,080	-
Willow	9,732	19,475	18,973	-49%	\$ 43,545	\$ 91,977	\$ 91,615	-52%
Lake Erie	0	31,672	31,307	-	\$ 75	\$ 259,737	\$ 251,785	-100%
TOTALS	59,822	239,905	246,491	-76%	\$ 247,810	\$ 1,915,216	\$ 1,855,277	-87%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

November, 2020

PARK	Seasonal Activities this Month				Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair								
Welsh Center	0	1	1	-	\$ -	\$ 800	\$ 842	-
Shelters	0	4	4	-	\$ 50	\$ 1,025	\$ 875	-94%
Boat Launches	185	17	11	1582%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ -	\$ -	\$ 9	-
Mini-Golf	0	0	0	-	\$ -	\$ -	\$ -	-
Wolcott								
Activity Center	0	10	7	-	\$ -	\$ -	\$ 650	-
Stony Creek								
Disc Golf Daily	664	0	5	12350%	\$ 2,096	\$ -	\$ 16	13000%
Disc Golf Annual	1	0	0	-	\$ 60	\$ -	\$ -	-
Total Disc Golf	665	0	5	12369%	\$ 2,156	\$ -	\$ 16	13375%
Shelters	1	6	7	-85%	\$ 225	\$ 1,350	\$ 1,500	-85%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Boat Launches	29	3	1	2075%	\$ -	\$ -	\$ -	-
Indian Springs								
Shelters	0	1	0	-	\$ -	\$ 200	\$ 67	-
Event Room	0	5	5	-	\$ -	\$ 7,400	\$ 7,667	-
Kensington								
Disc Golf Daily	2,022	350	384	427%	\$ 6,066	\$ 1,050	\$ 1,151	427%
Disc Golf Annual	6	0	1	500%	\$ 800	\$ -	\$ 55	1355%
Total Disc Golf	2,028	350	385	427%	\$ 6,866	\$ 1,050	\$ 1,206	469%
Shelters	8	10	10	-17%	\$ 1,688	\$ 2,925	\$ 2,700	-38%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Huron Meadows								
Shelters	0	1	1	-	\$ -	\$ 200	\$ 133	-
Hudson Mills								
Disc Golf Daily	374	135	134	179%	\$ 1,122	\$ 405	\$ 402	179%
Disc Golf Annual	1	0	4	-77%	\$ 60	\$ -	\$ 232	-74%
Total Disc Golf	375	135	138	171%	\$ 1,182	\$ 405	\$ 634	87%
Shelters	0	1	1	-	\$ -	\$ 200	\$ 200	-
Canoe Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods								
Disc Golf Daily	137	31	41	237%	\$ 411	\$ 93	\$ 146	182%
Disc Golf Annual	1	0	1	0%	\$ 60	\$ -	\$ 84	-29%
Total Disc Golf	138	31	42	231%	\$ 471	\$ 93	\$ 230	105%
Shelters	3	4	6	-47%	\$ 650	\$ 900	\$ 1,250	-48%
Lake Erie								
Shelters	0	1	1	-	\$ -	\$ 200	\$ 267	-
Boat Launches	488	264	308	58%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ -	\$ 412	\$ 251	-

HURON-CLINTON METROPARKS MONTHLY STATISTICS

November, 2020

PARK	Seasonal Activities Y-T-D				Seasonal Revenue Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair								
Welsh Center	20	52	49	-59%	\$ 28,325	\$ 45,125	\$ 39,542	-28%
Shelters	304	317	263	16%	\$ 69,224	\$ 83,455	\$ 70,890	-2%
Boat Launches	10,092	3,995	4,531	123%	\$ -	\$ -	\$ -	-
Marina	1,834	2,090	2,510	-27%	\$ 17,582	\$ 17,498	\$ 22,536	-22%
Mini-Golf	7,433	9,403	9,084	-18%	\$ 32,762	\$ 34,314	\$ 32,771	0%
Wolcott								
Activity Center	23	61	80	-71%	\$ 7,025	\$ 25,480	\$ 20,340	-65%
Stony Creek								
Disc Golf Daily	16,431	10,460	11,793	39%	\$ 54,254	\$ 35,367	\$ 38,192	42%
Disc Annual	44	104	110	-60%	\$ 2,620	\$ 5,860	\$ 6,037	-57%
Total Disc Golf	16,475	10,564	11,903	38%	\$ 56,874	\$ 41,227	\$ 44,228	29%
Shelters	377	411	379	-1%	\$ 84,627	\$ 92,650	\$ 85,275	-1%
Boat Rental	31,638	16,790	15,805	100%	\$ 304,890	\$ 177,737	\$ 166,423	83%
Boat Launches	1,097	861	827	33%	\$ -	\$ -	\$ -	-
Indian Springs								
Shelters	50	73	44	14%	\$ 5,976	\$ 10,375	\$ 7,225	-17%
Event Room	12	36	48	-75%	\$ 22,000	\$ 63,700	\$ 79,733	-72%
Kensington								
Disc Golf Daily	27,703	17,148	18,778	48%	\$ 89,741	\$ 55,851	\$ 59,012	52%
Disc Annual	185	175	161	15%	\$ 11,360	\$ 10,200	\$ 8,947	27%
Total Disc Golf	27,888	17,323	18,939	47%	\$ 101,101	\$ 66,051	\$ 67,959	49%
Shelters	510	518	453	13%	\$ 104,476	\$ 117,013	\$ 105,829	-1%
Boat Rental	23,926	16,925	16,688	43%	\$ 275,944	\$ 232,366	\$ 220,085	25%
Huron Meadows								
Shelters	39	27	26	50%	\$ 6,250	\$ 5,400	\$ 5,200	20%
Hudson Mills								
Disc Golf Daily	7,728	5,975	6,834	13%	\$ 23,184	\$ 17,925	\$ 20,503	13%
Disc Annual	168	131	154	9%	\$ 9,880	\$ 7,660	\$ 8,457	17%
Total Disc Golf	7,896	6,106	6,988	13%	\$ 33,064	\$ 25,585	\$ 28,960	14%
Shelters	74	75	95	-22%	\$ 11,650	\$ 15,000	\$ 19,600	-41%
Canoe Rental	11,437	8,203	7,015	63%	\$ 63,826	\$ 47,523	\$ 42,979	49%
Lower Huron / Willow / Oakwoods								
Disc Golf Daily	1,963	1,064	1,426	38%	\$ 5,889	\$ 3,192	\$ 4,304	37%
Disc Annual	7	7	13	-46%	\$ 400	\$ 420	\$ 736	-46%
Total Disc Golf	1,970	1,071	1,439	37%	\$ 6,289	\$ 3,612	\$ 5,040	25%
Shelters	224	300	305	-27%	\$ 45,775	\$ 65,550	\$ 66,650	-31%
Lake Erie								
Shelters	50	80	70	-29%	\$ 10,550	\$ 17,600	\$ 15,467	-32%
Boat Launches	17,182	15,495	15,230	13%	\$ -	\$ -	\$ -	-
Marina	0	0	846	-	\$ 207,719	\$ 161,893	\$ 163,125	27%

PARK	Cross Country Ski Rental this Month				Cross Country Ski Rental Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	\$ -	\$ -	\$ -	-	\$ 3,391	\$ 2,504	\$ 3,435	-
Kensington	\$ -	\$ -	\$ -	-	\$ 9,979	\$ 5,098	\$ 6,950	44%
Huron Meadows	\$ -	\$ 716	\$ 239	-	\$ 22,571	\$ 19,544	\$ 17,288	31%
Hudson Mills	\$ -	\$ 45	\$ 15	-	\$ 2,103	\$ 2,890	\$ 2,673	-21%

PARK	Winter Sports this Month				Winter Sports Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair								
XC Skiers	0	0	0	-	0	0	6	-
Ice Skaters	0	0	0	-	0	155	62	-
Sledders	0	0	0	-	0	156	132	-
Ice Fishermen	0	0	0	-	45	4,028	2,676	-98%
Stony Creek								
XC Skiers	0	30	10	-	599	394	529	13%
Ice Skaters	0	0	0	-	0	58	66	-
Sledders	0	150	50	-	1,720	760	984	75%
Ice Fishermen	0	0	0	-	109	304	367	-70%
Indian Springs								
XC Skiers	0	2	1	-	76	49	79	-3%
Sledders	0	55	18	-	183	238	210	-13%
Kensington								
XC Skiers	0	0	0	-	1,446	808	865	67%
Ice Skaters	0	0	0	-	0	10	9	-
Sledders	0	0	0	-	2,385	1,382	1,650	45%
Ice Fishermen	0	0	0	-	21	36	75	-72%
Huron Meadows								
XC Skiers	0	250	83	-	3,075	3,671	2,874	7%
Ice Fishermen	0	0	0	-	0	0	1	-
Hudson Mills								
XC Skiers	0	68	23	-	549	864	705	-22%
Lower Huron								
Ice Skaters	0	0	0	-	0	15	102	-
Willow								
XC Skiers	0	0	0	-	7	15	22	-68%
Sledders	0	0	0	-	110	213	242	-55%
Ice Fishing	0	0	0	-	0	7	13	-
Lake Erie								
XC Skiers	0	0	0	-	0	13	20	-
Sledders	0	0	0	-	0	22	30	-
Ice Fishing	0	0	0	-	0	1,742	1,138	-

INTERPRETIVE FACILITIES

PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	5,287	5,671	5,792	-9%	140,776	167,859	155,949	-10%
Wolcott Mill	1,722	1,050	1,885	-9%	17,422	22,471	24,681	-29%
Wolcott Farm	3,111	1,723	2,343	33%	29,873	59,545	65,972	-55%
Stony Creek	20,331	17,863	18,182	12%	185,388	190,394	186,093	0%
Eastern Mobile Center	0	260	396	-	1,072	8,656	9,579	-89%
Indian Springs	3,364	3,615	3,884	-13%	52,609	71,426	65,898	-20%
Kens NC	39,669	16,370	24,173	64%	392,726	267,820	304,402	29%
Kens Farm	14,572	8,071	9,851	48%	176,376	240,206	218,043	-19%
Western Mobile Center	426	721	661	-36%	3,336	10,522	7,988	-58%
Hudson Mills	2,500	2,730	2,698	-7%	32,994	39,321	36,847	-10%
Oakwoods	13,531	13,966	13,694	-1%	157,681	147,287	149,167	6%
Lake Erie	15,395	13,939	14,173	9%	180,599	151,071	160,868	12%
Southern Mobile Center	284	461	369	-23%	2,365	11,887	10,580	-78%
Totals	120,192	86,440	98,099	23%	1,373,217	1,388,465	1,396,067	-2%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 276	\$ 1,885	\$ 1,118	-75%	\$ 6,576	\$ 26,793	\$ 25,494	-74%
Wolcott Mill	\$ -	\$ -	\$ 460	-	\$ 845	\$ 6,451	\$ 13,024	-94%
Wolcott Farm	\$ -	\$ 2,272	\$ 1,775	-	\$ 4,667	\$ 70,731	\$ 65,455	-93%
Wagon Rides	\$ -	\$ -	\$ 66	-	\$ -	\$ -	\$ 8,637	-
Livestock/Produce	\$ 1,564	\$ 2,288	\$ 11,469	-86%	\$ 33,078	\$ 58,792	\$ 50,663	-35%
FARM TOTAL	\$ 1,564	\$ 4,560	\$ 13,310	-88%	\$ 37,745	\$ 129,523	\$ 124,755	-70%
Stony Creek	\$ 109	\$ 958	\$ 1,048	-90%	\$ 3,998	\$ 21,312	\$ 23,308	-83%
Eastern Mobile Center	\$ -	\$ 677	\$ 880	-	\$ 3,013	\$ 12,192	\$ 11,116	-73%
Indian Springs	\$ 401	\$ 2,072	\$ 1,921	-79%	\$ 6,027	\$ 25,749	\$ 29,597	-80%
Kens NC	\$ 528	\$ 3,990	\$ 3,837	-86%	\$ 5,636	\$ 35,366	\$ 32,710	-83%
Kens Farm	\$ 452	\$ 7,730	\$ 5,178	-91%	\$ 26,458	\$ 70,396	\$ 58,287	-55%
Wagon Rides	\$ 250	\$ 796	\$ 2,669	-91%	\$ 5,901	\$ 25,284	\$ 34,410	-83%
Livestock/Produce	\$ 1	\$ 974	\$ 488	-100%	\$ 5,259	\$ 5,509	\$ 6,279	-16%
FARM TOTAL	\$ 704	\$ 9,500	\$ 8,335	-92%	\$ 37,618	\$ 101,189	\$ 98,976	-62%
Western Mobile Center	\$ -	\$ 2,763	\$ 2,408	-	\$ 4,050	\$ 23,509	\$ 19,701	-79%
Hudson Mills	\$ 411	\$ 272	\$ 956	-57%	\$ 2,818	\$ 12,849	\$ 14,116	-80%
Oakwoods	\$ 550	\$ 1,995	\$ 1,919	-71%	\$ 3,087	\$ 21,244	\$ 21,271	-85%
Lake Erie	\$ 643	\$ 1,144	\$ 1,115	-42%	\$ 2,563	\$ 13,352	\$ 15,719	-84%
Southern Mobile Center	\$ -	\$ 620	\$ 2,339	-	\$ 6,045	\$ 13,049	\$ 14,981	-60%
Totals	\$ 5,185	\$ 30,436	\$ 39,645	-87%	\$ 120,021	\$ 442,577	\$ 444,768	-73%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR		CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
Lake St Clair	-	-	29	467	16	247	1	44
Wolcott Mill	-	-	-	-	-	-	-	-
Wolcott Farm	-	-	11	349	-	-	1	30
Stony Creek	2	31	30	1,363	-	-	-	-
Eastern Mobile Center					-	-	13	260
Indian Springs	5	43	34	1,104	-	-	-	-
Kens NC	5	54	28	716	-	-	1	48
Kens Farm	4	37	46	726	-	-	8	136
Western Mobile Center					23	426	28	721
Hudson Mills	-	-	12	230	-	-	-	-
Oakwoods	12	164	25	442	-	-	2	25
Lake Erie	9	165	17	250	-	-	2	49
Southern Mobile Center					11	284	15	461
Totals	37	494	232	5,647	50	957	71	1,774

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	5,040	5,160
Wolcott Mill	1,722	1,050
Wolcott Farm	3,111	1,344
Stony Creek	20,300	16,500
Indian Springs	3,321	2,511
Kens NC	39,615	15,606
Kens Farm	14,535	7,209
Hudson Mills	2,500	2,500
Oakwoods	13,367	13,499
Lake Erie	15,230	13,640
Totals	118,741	79,019

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

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

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