#### **UPDATED** AGENDA

#### Huron-Clinton Metropolitan Authority Board of Commission Meeting July 11, 2019 – 10:30am

Oakwoods Metropark - Nature Center

- 1. Call to Order
- 2. Chairman's Statement
- **3.** Public Participation
- **4.** Approval June 13, 2019 Work Session, Regular Meeting and Closed Session Minutes
- 5. Approval July 11, 2019 Full Agenda

#### **Consent Agenda**

- 6. Approval July 11, 2019 Consent Agenda
  - a. Approval June 2019 Financial Statements
  - b. Approval June 2019 Appropriation Adjustments pg. 1
  - c. Report Marketing Update pg. 3
  - d. Report Monthly Capital Project Fund Update pg. 8
  - e. Report Purchases over \$10,000 pg. 10

#### Regular Agenda

- 7. Presentation Detroit Riverfront Conservancy, Matt Cullen
- 8. Presentation City of Novi, Grand River Corridor Improvement Authority Tax Capture
- 9. Reports
  - **A.** Administrative Department
    - 1. Report Research Survey Questions, EPIC-MRA pg. 11
    - 2. Approval Appointment to Pension Committee and Retiree Health Care Board pg. 23
  - B. Planning Department
    - 1. Approval ITC Utility Easement Revisions, Wolcott Mill Metropark pg. 24
    - 2. Approval Border to Border Trail Alignment, Delhi Metropark pg. 33
    - 3. Approval Resolution for Land and Water Conservation Fund Grant, Lower Huron Metropark pg. 35
  - C. Natural Resources Department
    - 1. Approval Memorandum of Understanding, Audubon Great Lakes, Lake St. Clair Metropark pg. 43
- **10.** Other Business
- 11. Staff Leadership Update
- 12. Commissioner Comments
- **13.** Motion to Adjourn



To: Board of Commissioners

From: Rebecca Franchock, Chief of Finance

Subject: Approval – June Appropriation Adjustments

Date: July 5, 2019

Action Requested: Motion to Approve

That the Board of Commissioners' approve the June 2019 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 staff and routed to the appropriate department head/district superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively impact Fund Balance.

For the month of June, \$14,563 represents funds transferred within and between the departments to cover over budget accounts or to move funds to the correct account. In addition, revenue accounts were increased by \$23,146 and expense accounts were increased by \$11,525 because of Foundation support resulting in a positive impact on Fund Balance. Finally, there were various adjustments to taxes receivable resulting in a net increase of \$76,287.

The net impact on Fund Balance is an increase of \$76,287.

Attachment: Appropriation Adjustments

# Huron-Clinton Metropolitan Authority June 2019 Appropriation Transfer Summary

#### **Expense Accounts**

	Location		xpense crease	xpense ecrease	Dif	ference
Capital	Kensington Wolcott Mill		\$ 4,350	3,363	\$	4,350 (3,363)
		Total	\$ 4,350	\$ 3,363	\$	987
Operations	Kensington Stony Creek Wolcott Mill		\$ 2,000 3,350 3,363	\$ 6,350 3,350	\$	(4,350) - 3,363
		Total	\$ 8,713	\$ 9,700	\$	(987)
Administration						
		Total	\$ 1,500	\$ 1,500	\$	-
		Total Expense	\$ 14,563	\$ 14,563	\$	-

#### **Foundation Support**

	Location	xpense icrease	devenue ncrease	Net
Operations	Lake St. Clair	\$ 4,251	\$ 4,251	\$ -
	Kensington		4,600	(4,600)
	Stony Creek	5,105	9,618	(4,513)
	Wolcott Mill	2,168	5,201	(3,033)
	Total	\$ 11,525	\$ 23,670	\$ (12,146)
	<b>Total Foundation Support</b>	\$ 11,525	\$ 23,670	\$ (12,146)

#### Tax Adjustment

		 venue rease	_	levenue ocrease		Net
Current				37,321	<u> </u>	(37,321)
Prior				38,967		(38,967)
	Total	\$ -	\$	76,287	\$	(76,287)



To: Board of Commissioners

From: Danielle Mauter, Chief of Marketing and Communications

Subject: Report – June Marketing Update

Date: June 6, 2019

Action Requested: Motion to Receive and File

That the Board of Commissioners' receive and file June Marketing update as recommended by Chief of Marketing and Communications Danielle Mauter and staff.

Attachment: June Marketing Update

#### **Highlights from the Past Month**

At the May board meeting, the board postponed the vote on a new logo to a later date. At that time, the marketing department decided to revise the brand identity roll out schedule so as not to delay launch. TV, billboards, email, digital ads and social ads will launch in the new brand identity on July 1. The website look will be changed to reflect the new brand identity at the same time. Here are some highlights of what has been done this past month.

- Coordinated with Factory Detroit to finalize TV commercials, billboard artworks, email templates, digital ads, etc. to prepare for the launch on July 1.
- Part-time marketing assistant continued training and began working on implementation of pieces of the new social media plan.
- Finalized billboard contract with Outfront Media to run on five digital boards July 1 December. Locations will move around.
- Negotiated schedules and added values for TV commercial schedules on Fox 2, WXYZ channel 7, WDIV
  TV 4, and cable networks through Comcast Spotlight (covers Comcast and AT&T users in seven zones
  and seven stations of live TV. Includes seven zones of digital TV any station. Also includes negotiated
  bonus schedule).
- Created and sent first monthly email newsletter in new look on June 28.
- Started park event rack cards for October December.
- Met with Detroit Riverfront Conservancy as a meet and greet and then coordinated with Chief of Planning and Development, Chief of Interpretive Services, park staff and Director to attend River Days event on the Riverfront. An interactive survey was created and coupon vouchers were handed out in exchange for completing the survey and providing their email and zip code at the event.
- Continued working with Truscott Rossman on earned media planning and started a few initial media pitches. One resulted in a hit from Crain's Detroit who will be running a story about our new marketing and communication efforts.

#### **Update on 2019 Marketing Goals**

1. Increase awareness and understanding of the Metroparks brand and identity See above highlights on the roll out.

#### 2. Increase overall attendance by 30,000 vehicles in 2019

Attendance trends will be presented at June board meeting. From there, will be utilizing regular reports from park staff to monitor progress.

#### 3. Track events we promote and their respective attendance

Will be looked at in more depth in June/July

#### 4. Track total interpretive attendance overall and per location

Will be looked at in more depth in June/July

#### 5. Increase Family reunions/picnics/events booked in the parks by 3-5 percent

Will be looked at in more depth in June/July

#### 6. Support the organizational goal of increasing golf revenues systemwide to \$5,230,294

#### 7. Increase Instagram followers to 2,000

Currently at 1,331. See social media chart below for more details.

#### 8. Increase Facebook followers by 20 percent (Reach 14,000 by end of 2019)

Currently at 12,840. See social media chart below for more details.

### 9. Increase average Facebook engagement by 20 percent See social media chart below.

#### 10. Increase average Instagram engagement by 20 percent

	Jan 1 - Jan 25	Jan 1 - Feb 25	Jan 1 - Mar 25	Jan 1 - Apr 25	Jan 1 - May 25	Jan 1 - June 25
Followers YTD Facbook	11,369	11,460	11,733	12,020	12,530	12,840
Followers YTD Instagram	1,095	1,131	1,173	1,219	1,261	1,331
Followers YTD Twitter	2,116	2,135	2,146	2,173	2,188	2,216
Engagement YTD Facebook	1,483	2,924	5,940	8,217	23,180	26,071
Engagement YTD Instagram	252	455	785	1,076	1,597	2,266
Engagement YTD Twitter	54	98	171	201	225	239

	January (12/26/18 - 1/25)	February (1/26 - 2/25)	March (2/26 - 3/25)	April (3/26 - 4/25)	May (4/26 - 5/25)	June (5/26 - 6/25)
Followers: Facebook	11,369	11,460	11,773	12,020	12,530	12,840
Followers: Instagram	1,095	1,131	1,173	1,219	1,261	1,331
Followers: Twitter	2,116	2,135	2,146	2,173	2,188	2,216
Engagement: Facebook	2,014	1,475	3,125	2,448	15,013	3,095
Engagement: Instagram	259	203	384	291	521	701
Engagement: Twitter	58	44	91	30	24	14

#### 11. Grow email subscriber list by 10 percent (80,300 total subscribers by the end of 2019)

Currently list is at 85,717 subscribers – still needs to be scrubbed and cleaned before measuring growth. Expect a lower clean number in the July report. We will be implementing a news sign up form on the website for segmentation of future emails.

#### 12. Maintain email open rate at industry benchmark. Benchmark = 26 - 27.5 percent

		_	Total	Mobile	Desktop	Click	Total		
Campaign Name	Total Sent	Open Rate	Unique Opens	Open Rate	Open Rate	Through Rate	Unique Clicks	Bounce Rate	Total Bounces
2019 Summer Camps	68,379	15.9%	9.468	48%	52%	17%	1,615	13%	8.833
2019 Summer Fun - Final Email	282	42.4%	9,400	23%	77%	17%	1,615	19%	53
2019 Summer Fun - Final Email	168	50.0%	67	18%	82%	31%	21	20%	34
	84.613	32.0%	22,982	39%	61%	4%	920	15%	12.768
Toll Pass Scanning Howl Check	. ,	76.8%	76	28%					2
	101				72%	59%	45	2%	_
2019 Movie in the Park Survey	84,727	16.5%	11,919	51%	50%	15%	1,747	15%	12,353
mParks Volunteer Awards	84,862	21.7%	15,703	38%	62%	3%	461	15%	12,335
2019 Summer Fun	147	59.5%	75	13%	87%	61%	46	14%	21
2019 March Newsletter	81,478	23.8%	16,488	40%	60%	12%	2,034	15%	12,214
2019 Golf Course Openings	22,135	24.7%	4,326	46%	54%	5%	197	21%	4,599
2019 Kensington Golf Open	22,148	21.1%	3,727	54%	46%	4%	142	20%	4,521
Golf Pre-Season Contest	22,172	24.5%	4,304	49%	51%	11%	484	21%	4,589
Earth Day Events 2019	78,479	18.1%	12,073	48%	52%	15%	1,849	15%	11,698
2019 Maple Sugaring Season	78,382	17.8%	12,095	47%	53%	13%	1,561	13%	10,364
Copy of Get Out and Learn 2019	1,021	40.0%	291	25%	75%	27%	78	29%	293
2019 Mi Phil Concert	82,994	16.8%	11,932	49%	51%	3%	326	14%	11,922
2019 BAM Festival	79,144	18.2%	12,314	49%	51%	11%	1,379	14%	11,370
2019 Summer Fun - Final Email	283	43.5%	100	23%	77%	17%	17	19%	53
2019 Fireworks	84,571	21.0%	14,992	47%	53%	4%	610	16%	13,101
2019 SC Golfer Appreciation Day	23,296	21.7%	3,948	55%	45%	2%	84	22%	5,131
Dairy Day 2019	68,190	23.6%	13,947	37%	63%	3%	395	13%	9,073
2019 YT	D Averages	30.0%	8,139	39%	61%	16%	668	16%	6,920
2019 YTD Averages (m	ninus outliers)	21.2%	11,348	46%	54%	8%	920	16%	9,658

#### 13. Increase earned media

The Metroparks were mentioned and featured in several articles and media rankings over the last month. The Metroparks were mentioned 227 times for a total audience of 228,453,568 according to our media tracking software, Critical Mention.

#### Highlights include:

- fireworks being listed on several sites,
- Mention of a motorcycle event at Stony Creek Metropark
   https://www.freep.com/story/news/local/michigan/oakland/2019/06/22/indian-motorcycle-guinness-world-record/1536511001/,
- Ranked in top 7splash pads on WXYZ <a href="https://www.wxyz.com/you-voted-and-these-are-the-top-7-best-splash-pads-waterparks-in-metro-detroit?fbclid=lwAR3W88cmChAww4CR\_aa-q5veVZljOwRVtrgaKtiFjKubgEZO9XAAcRMMXZQ">https://www.wxyz.com/you-voted-and-these-are-the-top-7-best-splash-pads-waterparks-in-metro-detroit?fbclid=lwAR3W88cmChAww4CR\_aa-q5veVZljOwRVtrgaKtiFjKubgEZO9XAAcRMMXZQ</a>,
- Interview with Amy on Spinal Column <a href="https://www.spinalcolumnonline.com/articles/1-min-interview-with-huron-clinton-metroparks-director-amy-mcmillan/">https://www.spinalcolumnonline.com/articles/1-min-interview-with-huron-clinton-metroparks-director-amy-mcmillan/</a>,
- several articles about the albino deer given birth to fawns at the end of May, and multiple events calendar listings and mom blog mentions.

## 14. Build a library of diverse owned images and videos and eliminate use of stock imagery after one full year.

Marketing staff have been out in the parks at programs and general facilities 6 days over the past month collecting photos and video. The rainy weather has impacted our abilities here.

#### 15. Make visitor surveys available at all park events, interpretive programs and on our website

Begin working with interpretive department, park staff and Chief of Diversity, Equity and Inclusion in the month of June/July on this project. Currently, there are survey monkey surveys being utilized for Get Out and Learn and Get Out and Play group leaders, volunteers, and survey cards from last year at some events. Surveys were used at Detroit River Days.

#### 16. Survey response rate of 10 percent

See above

#### 17. Outreach events and relationship building

Scheduled upcoming community events

Event	Date
Macomb County Employee Health Fair	Aug. 7
Livingston County Health Fair	Aug. 13

Worked with Detroit Riverfront Conservancy to attend River Days in Detroit.

#### 18. One Speaker presentation through Speakers bureau every week

This will be rolled out more heavily in July with the new look. Flyers were included in folders given to all legislators and sent with Amy, Parks Director, to the Mackinac Policy Conference and presentations to Oakland County board of commissioners and General Motors.

#### **Website Analytics**

#### Pageviews and Visitors

We have noticed a slightly lower number of pageviews this month vs this month last year. We speculate that the rainy weather we have had has impacted attendance and therefore decreased the number of website visits as people often visit the website to plan their trip.

\*each month is measured the 26<sup>th</sup> of previous month to 25<sup>th</sup> of month reported)

June 2019	
Total page views (monthly)	396,622
Total page views (monthly 2018)	491,126
Total page views (YTD)	1,100,436
Total page views YTD 2018)	1,228,912
Total unique visitors (monthly)	101,884
Total unique visitors (YTD)	281,483

#### Device Usage (people viewing the site on devices)

	June 2019	
	Users	Percentage
Mobile	177,657	62.00%
Desktop	93,452	32.61%
Tablet	1,549	5.39%

**Referral Source** (how people get to the site; explains where they are clicking over from)

June 2019								
	Sessions	Percentage						
Organic Search	122,765	77.94%						
Direct (typed in address)	26,763	16.99%						
Social Media	3,557	2.26%						
Email	14	0.01%						
Referral from another website	4,311	2.74%						
Other	107	0.07%						



To: Board of Commissioners

From: Rebecca Franchock, Chief of Finance Subject: Report – Monthly Capital Project Fund

Date: July 5, 2019

Action Requested: Motion to Receive and File

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

**Background**: In 2018, the Board of Commissioners approved the creation of a capital project fund. In order 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:

- Significant work was paid on the Demolition of four Quonset Huts in the Service Yard at Huron Meadows.
- ➤ Black Creek Shore Fishing Access project at Lake St. Clair neared completion.

Staff anticipates that the format of the report may change but that this information will continue to be provided to the Board on a monthly basis.

Attachment: June Capital Project Fund Update

#### Capital Project Fund Report Period Ending 5/31/2019

				Life to Date	Year to Date	Life to Date	Life to Date	
<b>Project Code</b>	Project Description	Location	Category	Budget	Expenditures	Expenditures	Encumbrance	Balance
50217.677	Black Creek Shore Fishing Access		Other Improvements	110,829.66	117,139.83	132,148.66	63,749.00	(21,319.00)
50217.679	Nature Center Improvements-DNR Passport Grant Funded		Building	60,000.00	0.00	0.00	0.00	60,000.00
50217.683	Pump Station No. 1 Replacement-SAW Grant	Lake St Clair	Other Improvements	373,110.66	305,969.86	336,133.38	330,873.00	36,977.28
50217.684	Park Maintenance Area Stormwater Improvements-SAW Grant	Lake St Clair	Infrastructure	156,250.28	9,659.66	9,659.66	0.00	146,590.62
50218.687	Truck Hoist	Lake St Clair	Building	60,000.00	0.00	0.00	0.00	60,000.00
50416.1098	Shoreline Protection	Kensington	Land Improvements	17,684.05	0.00	17,684.05	0.00	0.00
50417.1107	Maple Beach Site Improvements	Kensington	Other Improvements	874,349.38	25,337.92	114,469.97	0.00	759,879.41
50417.1111	Sanitary Sewer Connections, Park Area & Farm - SAW Grant	Kensington	Infrastructure	1,531.71	0.00	0.00	0.00	1,531.71
50418.1113	Nature Center Exhibits	Kensington	Other Improvements	14,527.07	21,664.17	25,892.98	11,888.00	(11,365.91)
50419.1116	Secondary Containment of Fuel Storage	Kensington	Other Improvements	50,000.00	0.00	0.00	0.00	50,000.00
50419.1117	Installation of Fiber at Tollbooth near Golf Course	Kensington	Infrastructure	27,161.55	27,090.52	27,090.52	19,597.83	71.03
50618.489	Turtle Cove Screen Wall	Lower Huron	Building	12,580.00	0.00	0.00	0.00	12,580.00
50817.213	Golf Course Maintenance Area Stormwater Improvements-SAW Grant	Hudson Mills	Infrastructure	208,485.68	2,483.07	10,772.72	0.00	197,712.96
50818.215	Island Bridge Replacement	Hudson Mills	Other Improvements	355,570.62	3,091.87	8,989.19	207,500.00	139,081.43
50916.532	Boat Launch Site Revelopment	Stony Creek	Other Improvements	5,342,648.00	(55,551.02)	997,292.86	4,228,539.83	116,815.31
50917.542	Baypoint Beach Site Improvements	Stony Creek	Other Improvements	883,427.84	18,042.08	97,607.77	95,011.10	690,808.97
50917.547	Sanitary Force Main Replacement-SAW Grant	Stony Creek	Infrastructure	429,090.40	343,143.93	386,971.83	49,841.15	42,118.57
50918.548	Shelden Trails Redevelopment	Stony Creek	Infrastructure	182,689.00	0.00	8,479.00	33,139.00	141,071.00
50918.550	26 Mile Road Bridge & Desk Rehabilitation-Design/Study	Stony Creek	Infrastructure	599,080.58	226,328.05	309,038.87	803,518.81	290,041.71
50919.552	Sanitary Sewer Rehabilitation	Stony Creek	Infrastructure	600,000.00	0.00	0.00	0.00	600,000.00
51017.311	Park Office Replacement	Willow	Building	2,126,206.09	30,466.02	76,457.35	60,275.00	1,989,473.74
51118.110	Oakwoods Nature Center Exhibit Design	Oakwoods	Other Improvements	720,000.00	43,130.68	43,130.68	564,014.40	112,854.92
51119.111	Flat Rock Dam Boom Installation	Oakwoods	Other Improvements	25,000.00	968.03	968.03	0.00	24,031.97
51215.228	Pool Backwash Connection	Lake Erie	Other Improvements	176,077.08	146,335.04	168,231.80	22,693.35	7,845.28
51218.238	Course Storm Siren	Lake Erie	Building	20,395.00	0.00	0.00	27,346.00	(6,951.00)
51218.239	Shoreline and Fish Habitat Restoration	Lake Erie	Other Improvements	1,600,486.70	3,219.87	3,962.92	0.00	1,596,523.78
51319.139	Mill Building Stabilization and Repairs	Wolcott	Building	100,000.00	0.00	0.00	0.00	100,000.00
51319.140	Generator Hookup at Farm	Wolcott	Infrastructure	30,000.00	0.00	0.00	0.00	30,000.00
51319.141	Farm Fence Installation along 28 Mile Rd	Wolcott	Other Improvements	27,000.59	9,145.95	9,145.95	5,500.00	12,354.64
51618.091	Demolition of 4 Quonset Huts in Service Yard Area	Huron Meadows		175,831.75	87,278.65	96,165.69	109,269.00	79,666.06
51619.092	Lightning Detection System Installation	Huron Meadows	Building	30,000.00	0.00	0.00	27,246.00	2,754.00
Grants	50217.679 - Nature Center Building Improvement	Lake St Clair		(45,000.00)	0.00	0.00	0.00	(45,000.00)
Grants	50217.683 - Pump Station No. 1 SAW Grant	Lake St Clair		(150,000.00)	0.00	0.00	0.00	(150,000.00)
Grants	50918.548 - Shelden Trail	Stony Creek		(60,000.00)	0.00	0.00	0.00	(60,000.00)
Grants	51118.110 - Nature Center New Exhibits	Oakwoods		(150,000.00)	0.00	0.00	0.00	(150,000.00)
Grants	51218.239 - Coastal Marsh Habitat & Trail Development	Lake Erie		(1,500,000.00)	0.00	0.00	0.00	(1,500,000.00)

\$ 13,485,013.69 \$ 1,364,944.18 \$ 2,880,293.88 \$ 6,660,001.47 \$ 5,356,148.48



To: Board of Commissioners From: Amy McMillan, Director

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

Date: July 5, 2019

#### Action Requested: Motion to Approve

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. Cruisers	Police equipment installed in the K9 Patrol Vehicle	\$14,174.75
2. Oak Electric Service Inc.	Plumbing Replacement Environmental Discovery Center Indian Springs Metropark	\$18,948.00
3. Weingartz Supply Co.	Kubota Heavy Duty Work Utility Vehicle Farm Learning Center Wolcott Mill Metropark	\$19,711.00



UPDATED

To: Board of Commissioners From: Amy McMillan, Director

Subject: Approval – Research Survey Questions, EPIC-MRA

Date: July 5, 2019

Requested Action: Motion to Approve

That the Board of Commissioners' (1) provided input on the survey questions and; (2) approve the questions provided by EPIC-MRA for the research poll to be conducted at the end of July 2019 as recommended by Director Amy McMillan and staff.

**Background**: John Cavanaugh with EPIC-MRA along with Metroparks staff, have developed preliminary questions for the polling survey that will be conducted later this month.

Both John Cavanaugh and Kelly Sullivan will be at the meeting on Thursday to discuss the survey questions with the Board and make adjustments as needed.

**Attachment: Draft Survey Questions** 

## EPIC•MRA - HCMA Parks Awareness and Use Survey – July 2019 DRAFT 4

SAMP	PLE: <u>1=Cell/2=Land</u>	DATE:				
PHONE:						
COUN	NTY:	ZIP:				
INTER	RVIEWER:					
Hello, a rand issues will no resear	this is (Name) from EPIC • MRA, a dom survey of residents in your area of interest. We are not trying to sell to be called in the future because rich and I'd like to take about 10 minutes.	Lansing based surve a about recreation pr anything, you will no you participated in t utes to include the op	y research firm. \ eferences and o t be asked for a d his survey. This binions of your ho	We're conducting ther related loca lonation, and you is strictly surveyousehold.		
We ne	eed to have a balance of men and w ages represented. May I please spo a <b>specified on list]</b> adult, age 18 or	omen in this survey, eak to the youngest	and we also nee [MALE/FEMALE	ed to have people		
educa	How often would you say you get ational activities – whether it's by your would you say you visit a public park	rself or with friends ar	nd family member			
(1)	Two or more times a week					
(2)	Once a week					
(3)	Two or more times a month					
(4)	Once a month					
(5)	Every other month					
(6)	Two or three times a year					
(7)	Once a year					
(8)	Do not visit public parks (Volunte THANK RESPONDENT AND TE					

Undecided/Refused - THANK RESPONDENT AND TERMINATE INTERVIEW

(9)

02. A-H. Different levels of government, and some non-profit organizations, operate parks and other outdoor attractions in Michigan, offering a variety of leisure, educational, and recreational opportunities to the general public. Thinking about all the public parks in Michigan, not including school playgrounds, which of the following types of parks have you visited within the past year? [READ 1 THROUGH 8 - CODE ALL THAT APPLY] (01) A city or township government park where you reside (02)A park in a city or township where you DO NOT reside (03)A county park in the county where you reside (04)A county park outside of the county where you reside (05)A regional park system operating in more than one city, township or county (06)A Michigan State Park, recreation area, game area, or state forest (07)A National Park, recreation area, wildlife refuge, or national lakeshore . . . . or, A park or nature preserve operated by a non-profit organization? (80)(please specify): Do not go to parks (Volunteered: DO NOT READ) (09)THANK RESPONDENT AND TERMINATE INTERVIEW Undecided/Refused (99)03. Again, thinking about all the public parks and non-profit recreation areas you have visited in the past year, excluding school playgrounds, what type of park you have visited the most? [READ 1 THROUGH 8 - PROBE FOR BEST RESPONSE - CODE ONLY ONE] (01) A city or township government park where you reside

- (02) A park in a city or township where you DO NOT reside
- (03) A county park in the county where you reside
- (04) A county park outside of the county where you reside
- (05) A regional park system operating in more than one city, township or county
- (06) A Michigan State Park, recreation area, game area, or state forest
- (07) A National Park, recreation area, wildlife refuge, or national lakeshore . . . . or,
- (08) A park, preserve, or recreation area operated by a non-profit organization? (*please specify*):
- (09) Don't go to parks (*Volunteered*: **DO NOT READ**)
  THANK RESPONDENT AND TERMINATE INTERVIEW
- (99) Undecided/Refused

within the	nking about the public parks and non-profit recreation areas you have visited THE MOST past year, on average, how long does it take you to travel to that park from your primary? [READ 1 THROUGH 4]
(1) 1	0 minutes or less
(2) 1	1 to 20 minutes
(3) 2	1 to 30 minutes
(4) N	More than 30 minutes
(5) 3	1 minutes to 1 hour
(6) L	Indecided/Refused
daily admi	ome public parks do not charge an admission fee for entry, while some others charge ission or sell an annual pass allowing unlimited access. Again, thinking about the public on-profit recreation area in Michigan you have visited MOST OFTEN over the past year, ay an admission fee for entry? [PROBE FOR BEST RESPONSE – CODE ONLY ONE SE]
` '	No, it was free of charge – no admission fee required GO TO INTRO TO Q.7
` '	es, a day pass ′es; an annual pass
` ,	Paid a fee but don't remember if day/annual
` '	Indecided/Refused GO TO INTRO TO Q.7
	ow much did you pay for the ("Daily admission"/"Annual pass" - DEPENDING ON ABOVE] at the public park or recreation area you visited most often in the last year?
\$	[ROUND UP TO THE NEAREST WHOLE DOLLAR AMOUNT]

#### INTRO TO Q.7:

There are many public parks and non-profit recreation areas in your region of the state and there are many reasons people have — besides not having enough free time — for either not visiting some of them more frequently or, not visiting some of them at all. I am going to read a list of some the reasons people in your area have given that hold them back from visiting some public parks and for each one, please tell me if that reason is — the Main reason you do not visit, an Important reason -but not the main one, Only a Minor reason or, Not at All a reason for not visiting some public parks or non-profit recreation areas in your region. The first one is...

[ROT	ATE Q.7 THROUGH Q.22]	Main	Important	Minor	Not at All	Und/ Ref
_07.	There are some parks where I'd be uncomfortable because people like me don't seem welcome.	(1)	(2)	(3)	(4)	(5)
_08.	Even though I can afford it, I don't think public parks should charge an admission fee.	(1)	(2)	(3)	(4)	(5)
_09.	Some parks are too far away and take too long to get to.	(1)	(2)	(3)	(4)	(5)
_10.	There might be other parks in the area I might consider, but I really don't know how to find out more about them.	(1)	(2)	(3)	(4)	(5)
_11.	The entry fee is more than I can afford at some of the public parks that I'd like to visit.	(1)	(2)	(3)	(4)	(5)
_12.	The parks I visit now suit me and my family just fine so I really have no interest in looking for any others.	(1)	(2)	(3)	(4)	(5)
_13.	I or other members of my household have personal health issues.	(1)	(2)	(3)	(4)	(5)
_14.	I don't have adequate transportation to visit public parks.	(1)	(2)	(3)	(4)	(5)
_15.	None of my leisure time hobbies, activities, or other interests involve visiting public parks.	(1)	(2)	(3)	(4)	(5)
_16.	I'm not sure about the type of visitors some public parks attract, and I wouldn't feel safe or comfortable visiting them.	(1)	(2)	(3)	(4)	(5)

[ROT	ATE Q.7 THROUGH Q.22]	Main	Important	Minor	Not at All	Und/ Ref
_17.	It's only a lack of motivation that keeps me from visiting different public parks or visiting more often.	(1)	(2)	(3)	(4)	(5)
_18.	I or another member of my household have a physical disability and don't have the assistance or equipment to participate.	(1)	(2)	(3)	(4)	(5)
_19.	Most parks I'd like to visit or visit more often are too crowded.	(1)	(2)	(3)	(4)	(5)
_20.	There are too many rules at most public parks.	(1)	(2)	(3)	(4)	(5)
_21.	The recreation areas at most public parks are poorly maintained.	(1)	(2)	(3)	(4)	(5)
_22.	There are so many parks in the area I'm just not familiar with all of them.	(1)	(2)	(3)	(4)	(5)

\_\_23. Is there any other reason I did not mention that you have for not visiting public parks more often or not visiting public parks in your area at all? **[WRITE COMMENT AS STATED]** 

- (1) Yes
- (2) No ----- **GO TO INTRO TO Q.26**
- (3) Undecided/Refused ---- GO TO INTRO TO Q.26

\_\_24. Have you ever heard of the Huron-Clinton Metroparks?

\_\_25A-C. Which of the Huron-Clinton Metroparks are you most aware of? **[DO NOT READ – PROBE WITH:** "Are there any others you are aware of?" **UNTIL 3 RESPONSES MENTIONED OR UNPRODUCTIVE!** 

(01)	Delhi	(80)	Lake St. Clair (Metro Beach)
(02)	Dexter-Huron	(09)	Lower Huron
(03)	Hudson Mills	(10)	Oakwoods
(04)	Huron Meadows	(11)	Stony Creek
(05)	Indian Springs	(12)	Willow
(06)	Kensington	(13)	Wolcott Mill
(07)	Lake Erie	(14)	Other
		(99)	Undecided/Refused

#### **INTRO TO Q.26**

The Huron-Clinton Metroparks is the name for a system of 13 separate facilities in the 5-county Southeast Michigan region offering leisure, recreation and education opportunities for area residents. Whether you told me in the earlier question you were aware or not aware of the Huron-Clinton Metroparks, many people don't realize the parks they have visited are part of the overall Huron-Clinton Metroparks system. I'll read the names of each of the Huron-Clinton Metroparks facilities and for each one, please tell me whether you or another member of your household has visited that park in the past two years. The first one is . . .

#### INTERVIEWRS: CODE "YES" AND SKIP READING ANY NAMED IN Q.25A-C

[ROTATE Q.26 THROUGH Q.38]		Yes	No	Und/ Maybe
_26.	Lake St. Clair Metropark (sometimes called Metro Beach)	(1)	(2)	(3)
_27.	Lake Erie Metropark	(1)	(2)	(3)
_28.	Hudson Mills Metropark	(1)	(2)	(3)
_29.	Stony Creek Metropark	(1)	(2)	(3)
_30.	Lower Huron Metropark	(1)	(2)	(3)
_31.	Dexter-Huron Metropark	(1)	(2)	(3)
_32.	Huron Meadows Metropark	(1)	(2)	(3)
_33.	Wolcott Mill Metropark	(1)	(2)	(3)
_34.	Kensington Metropark	(1)	(2)	(3)
_35.	Oakwoods Metropark	(1)	(2)	(3)
_36.	Indian Springs Metropark	(1)	(2)	(3)
_37.	Delhi Metropark	(1)	(2)	(3)
_38.	Willow Metropark	(1)	(2)	(3)

- \_\_39. The Huron-Clinton Metroparks charge a per-vehicle fee for visitors to enter the parks regardless of the number of people in the vehicle —by paying either a daily entrance fee or by purchasing an annual pass. Currently, the <u>daily</u> entrance fee is \$10 per vehicle. Before just telling you about it, were you aware that the Huron-Clinton Metroparks charged a \$10 per-vehicle fee for a day pass?
  - (1) Yes
  - (2) No ----- GO TO Q.41
  - (3) Undecided/Refused ----- GO TO Q.41
- \_\_40. Have you paid or someone you were with pay the \$10 daily per-vehicle entry fee at a Metropark in the past two years?
  - (1) Yes
  - (2) No
  - (3) Undecided/Refused
- \_\_41. Thinking about the day charge of \$10 to enter a Huron-Clinton Metropark facility, would you say the daily per-vehicle fee is too high, too low or, do you think \$10 per vehicle for the day is about right for what the Metroparks have to offer? **[IF "TOO HIGH" ASK:** Would that be much too high or just somewhat?" **AND CODE BEST RESPONSE]** 
  - (1) Much too high
  - (2) Somewhat too high
  - (3) About right ----- **GO TO Q. 44**
  - (4) Too low ----- GO TO Q. 44
  - (5) Undecided/Refused
- \_\_42. The Huron-Clinton Metroparks is a system of 13 parks found throughout the 5-county Southeast Michigan region which offer much more than the typical neighborhood parks. Taken together, the Metropark facilities have features and attractions to fill an entire day. These include: picnic grounds with covered pavilions, nature centers, golf courses, swimming pools and beaches, boat launches, bicycle paths, cross-country skiing trails, and many other outdoor, educational, and environmental attractions. With this description in mind, let me ask you again, would you say the daily per-vehicle fee is too high, too low or, do you think \$10 per vehicle for the day is about right for what the Metroparks have to offer? [IF "TOO HIGH" ASK: Would that be much too high or just somewhat?" AND CODE BEST RESPONSE]
  - (1) Much too high
  - (2) Somewhat too high
  - (3) About right ----- **GO TO Q. 44**
  - (4) Too low ----- GO TO Q. 44
  - (5) Undecided/Refused

- \_\_43. To encourage greater use of its parks, the Metropark authority is considering lowering its daily rate from \$10 per-vehicle to \$7 per-vehicle for a day pass. Thinking about this possible reduction to \$7 for a daily vehicle pass, would it make you more likely to visit one of the 13 parks in the Metropark system or, would you say that lowering the day pass price from \$10 to \$7 per vehicle wouldn't influence you one way or the other to change your plans to visit a Metropark? [IF MORE LIKELY, ASK: "Would that be much more likely or just somewhat?" AND CODE BEST RESPONSE]
  - (1) Much more likely
  - (2) Somewhat more likely
  - (3) No influence
  - (4) Undecided/Refused
- \_\_44. The Huron-Clinton Metroparks also offers a \$35 annual pass allowing unlimited year-long per-vehicle access to all of the system's 13 parks. Before just telling you about it, were you aware that the Huron-Clinton Metroparks had annual passes available for a charge of \$35?
  - (1) Yes
  - (2) No ----- GO TO Q.46
  - (3) Undecided/Refused ----- GO TO Q.46
- \_\_45. Have you purchased a \$35 annual Metropark pass in the past two years?
  - (1) Yes
  - (2) No
  - (3) Undecided/Refused
- \_\_\_46. Thinking about the annual pass fee of \$35, would you say the annual per-vehicle fee is too high, too low or, do you think \$35 per vehicle for an annual pass is about right for what the Metroparks have to offer? **[IF "TOO HIGH" ASK:** Would that be much too high or just somewhat?"]
  - (1) Much too high ----- **GO TO Q.48**
  - (2) Somewhat too high ----- **GO TO Q.48**
  - (3) About right
  - (4) Too low
  - (5) Undecided/Refused

\_\_47. The annual fee for an annual Metropark pass has been \$35 for several years. To keep up with operation costs, the Huron-Clinton Metropark Authority is considering raising the fee to \$40. Thinking about this possible five dollar increase to \$40 for an annual pass, would it make you **[READ 1 THROUGH 4]** 

- (1) Much less likely to buy an annual pass;
- (2) Only somewhat less likely to buy one;
- (3) Would the price have no influence on you and you would still consider buying an annual pass; or,
- (4) You have no interest in buying an annual pass at any price
- (5) Undecided/Refused

\_\_48A-C. Where do you get the information that influences your opinions the most about parks and recreational offerings in your area? [DO NOT READ – PROBE WITH: "Where else"? UNTIL 3 RESPONSES MENTIONED OR UNPRODUCTIVE – CODE IN ORDER OF MENTION]

[RECORD IN THE ORDER MENTIONED]	48A. 1 <sup>st</sup> Mention	48B. 2 <sup>nd</sup> Mention	48C. 3 <sup>rd</sup> Mention
Word of mouth	(01)	(01)	(01)
Personal experience with parks and recreational offerings	(02)	(02)	(02)
Social media sites such as Facebook and Twitter	(03)	(03)	(03)
Books or magazines	(04)	(04)	(04)
The Internet in general	(05)	(05)	(05)
Cell Phone app	(06)	(06)	(06)
Billboards	(07)	(07)	(07)
Television	(80)	(80)	(80)
Radio	(09)	(09)	(09)
Newspapers	(10)	(10)	(10)
Direct mail, newsletters, flyers	(11)	(11)	(11)
The Huron Clinton Metroparks website	(12)	(12)	(12)
SEMCOG Park Finder	(13)	(13)	(13)
School or other education facility	(14)	(14)	(14)
Other (Please specify)	(15)	(15)	(15)
Other (Please specify)	(16)	(16)	(16)
Other (Please specify)	(17)	(17)	(17)
None; I have no source of information	(18)	(18)	(18)
Undecided/Refused	(99)	(99)	(99)

Finally, I would like to ask you a few questions about yourself for statistical purposes.

_49. Do	you have children age 18 or younger living in your household?
(1) (2) (3)	Yes No GO TO Q.51 Refused GO TO Q.51
	F. What grades in school will your children attend during the upcoming 2019-2020 school CODE ALL THAT APPLY]
(2) (3)	Too young to attend school Pre-school and kindergarten  1st through 3rd grade  4th through 6th grade  7th through 8th grade  High School Refused
please	Could you please tell me in what year you were born? [IF REFUSED, ASK: 'Would you tell me into which of the following categories your age would fall? Please stop me when I category that best applies to you.' AND READ 1 TO 4]
[RECO	RD YEAR HERE AND THEN CODE BELOW]
(1) (2) (3) (4) (5)	18 to 34 years (1985 to 2001) 35 to 49 (1970 to 1984) 50 to 64 (1955 to 1969) 65 and over (1954 or before) Refused
	What is your primary mode of transportation? [READ THROUGH 7 – CODE FIRST AND ONE RESPONSE]
(1) (2)	I own or have regular access to a car Taking the Bus or public transportation

- (3) (4) (5)
- Riding with a friend
  Using a Taxi, Uber or Lyft
  Bicycle
  Walking
  Other
- (6)
- (7) (8) Undecided/Refused

#### 53. What is your race or ethnicity? [READ 1 THROUGH 9] African American or Black (01)(02)Native American or Alaskan Native (03)Arab American (e.g. Chaldean, Lebanese, Syrian, etc.) (04)Asian or Pacific Islander East Indian or Desi [DAY-see] (e.g. Indian, Pakistani, Nepalese, etc.) (05)Hispanic, Latino, or of Spanish origin (e.g. Puerto Rican, Mexican-American etc.) (06)Multiracial (07)(80)White, non-Hispanic (09)Or do you describe your race or ethnicity another way (Please specify): (99) Refused 54. What is the last grade or level of schooling you completed? [DO NOT READ -CODE BEST RESPONSE] 1st to 11th Grade (1) (2) High School Graduate Non-college post high school (technical training) (3) Some college (4) (5) College graduate Post graduate school (6) Refused (7) 55. Would you please tell me into which of the following categories your total yearly household income falls --- including everyone in the household? Please stop me when I get to the category that applies to you? [READ 1 TO 6] (1) Under \$25,000 (2) \$25,000 to \$50,000 \$50,000 to \$75,000 (3) \$75,000 to \$100,000 (4) \$100,000 to \$150,000 (5)Over \$150,000 (6) Retired (VOLUNTEERED - ASK: "But is there an income category I read that would (7) apply to your household?" AND CODE BEST RESPONSE) (8) Refused \_\_56. Sex of respondent (BY OBSERVATION ONLY) (1) Male (2) Female

#### THANK RESPONDENT FOR HIS OR HER TIME AND TERMINATE



To: Board of Commissioners From: Amy McMillan, Director

Subject: Appointment – Pension Committee and Retiree Health Care Board

Date: July 5, 2019

#### Recommendation: Motion to Appoint

That the Board of Commissioners' appoint a new "at large" Board member to the Authority's Pension Committee and Health Care Trust Board of Trustees as recommended by Director Amy McMillan and staff.

**Background:** There are seven (7) members required on the Pension Committee and the Retiree Health Care Board. These members are listed in the plan document as the following:

- Chairman of the Board of Commissioners
- Two (2) "at large" Board of Commissioners
- Metroparks Director
- POAM representative
- Employee Association representative
- Retiree representative

With the changes in the Board that have recently occurred, an "at large" Board of Commissioner position is vacant on the Pension Committee and Retiree Health Care Trust Board of Trustees. The required term of service, once appointed, coincides with the service on the Board of Commissioners, up to a six-year term.

The next scheduled Pension Committee and Retiree Health Care Trust Board of Trustees meeting will be held Aug. 8, 2019 at 9:00 a.m. at the Stony Creek Metropark Nature Center.

# METROPARKS™

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

To: Board of Commissioners

From: Nina Kelly, Chief of Planning and Development Subject: Approval – ITC Utility Easement Revisions

Location: Wolcott Mill Metropark

Date: July 5, 2019

Action Requested: Motion to Approve

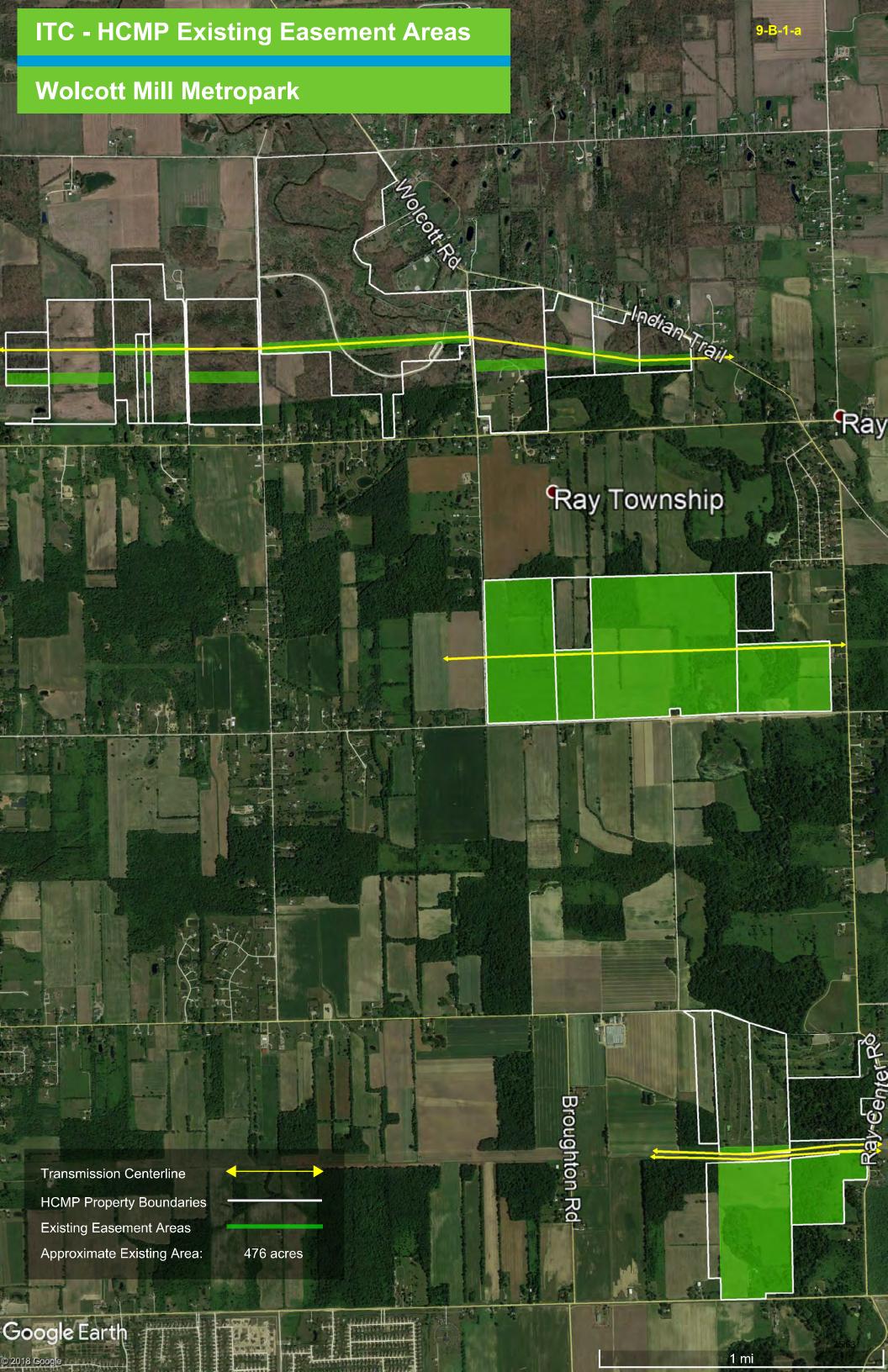
That the Board of Commissioners' approve the revised utility easements with ITC Holdings Corporation at Wolcott Mill Metropark as recommended by Chief of Planning and Development Nina Kelly and staff.

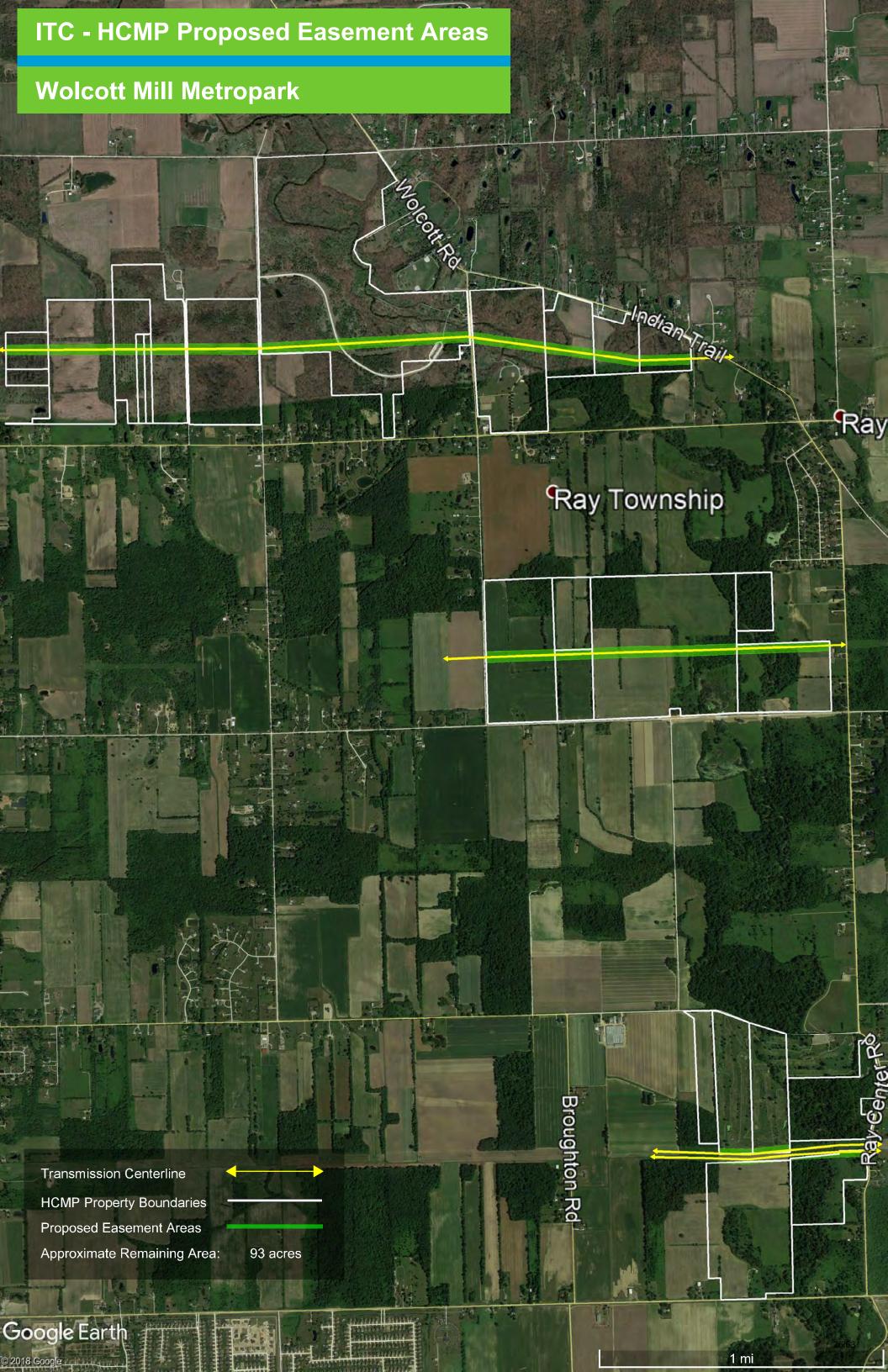
**Fiscal Impact**: None at this time.

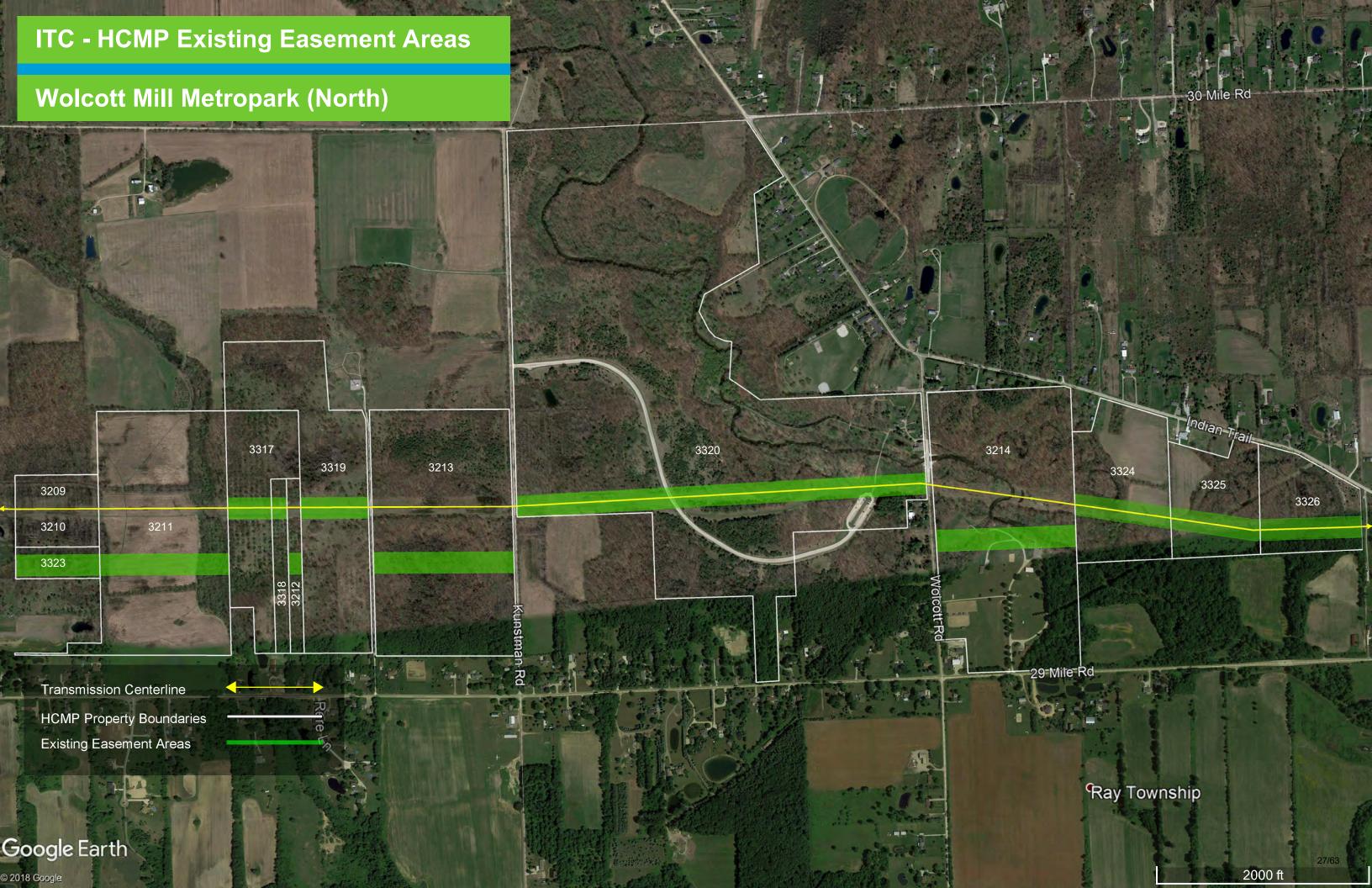
**Background**: In late fall 2017, Metroparks staff began discussing with staff at ITC Holdings the process of revising easements in various Metroparks that were recorded incorrectly many years ago. Since that initial meeting, staff have been communicating back and forth to assemble the various documentation required to move forward in this effort, including a new exhibit with language outlining ITC's responsibility to adhere to best management practices regarding natural resources management. Additionally, Metroparks staff successfully advocated to reduce the previously-held "blanket" easements on entire parcels to a more appropriate corridor easement for existing power lines.

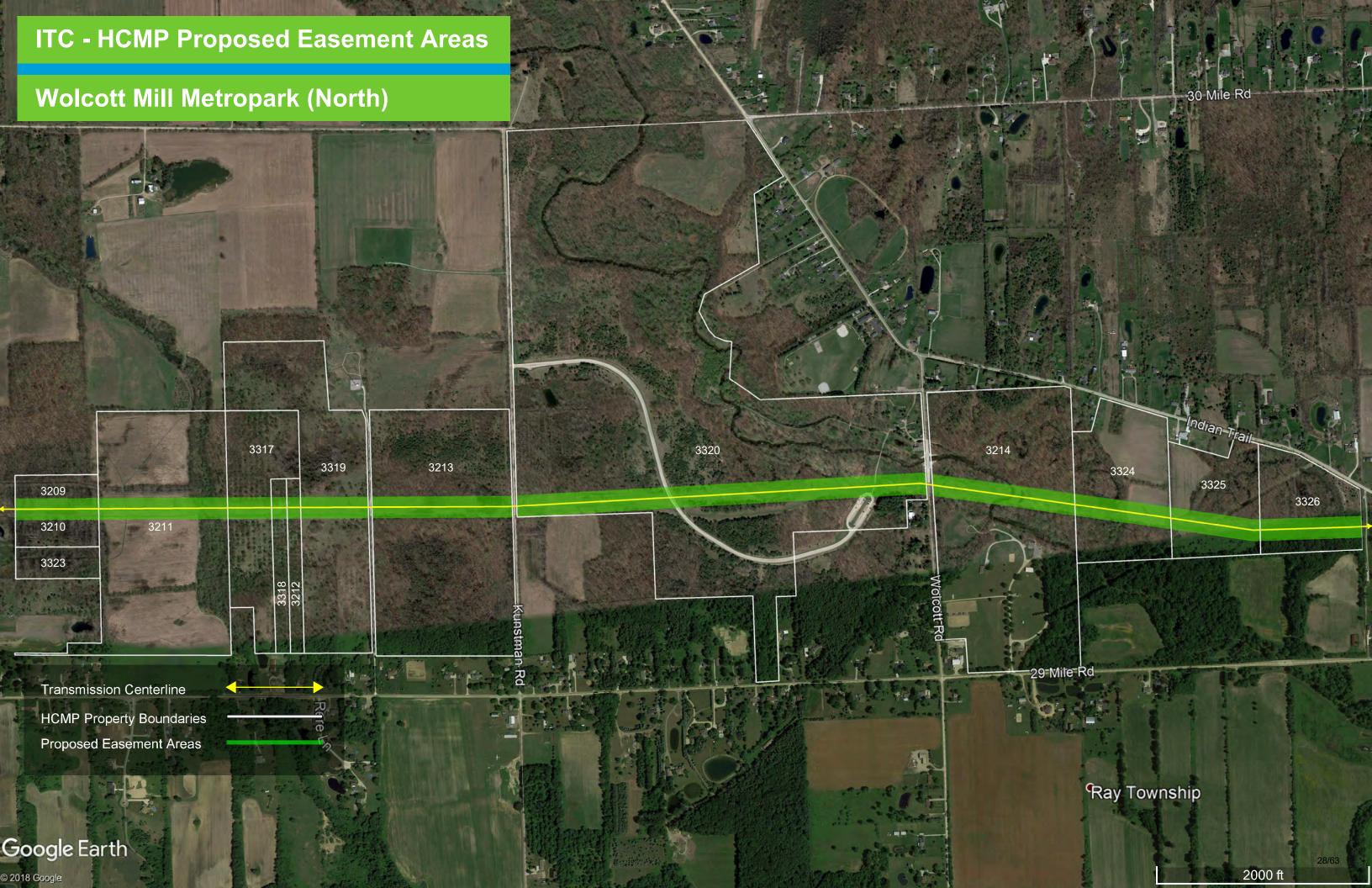
While easements need revisions at other Metroparks, staff decided to begin with Wolcott Mill as a standalone simply due to the number of issues identified there, as shown in the attached maps. Should this process be acceptable by the Board, staff would work with ITC to bring forth the remaining easements at a subsequent meeting.

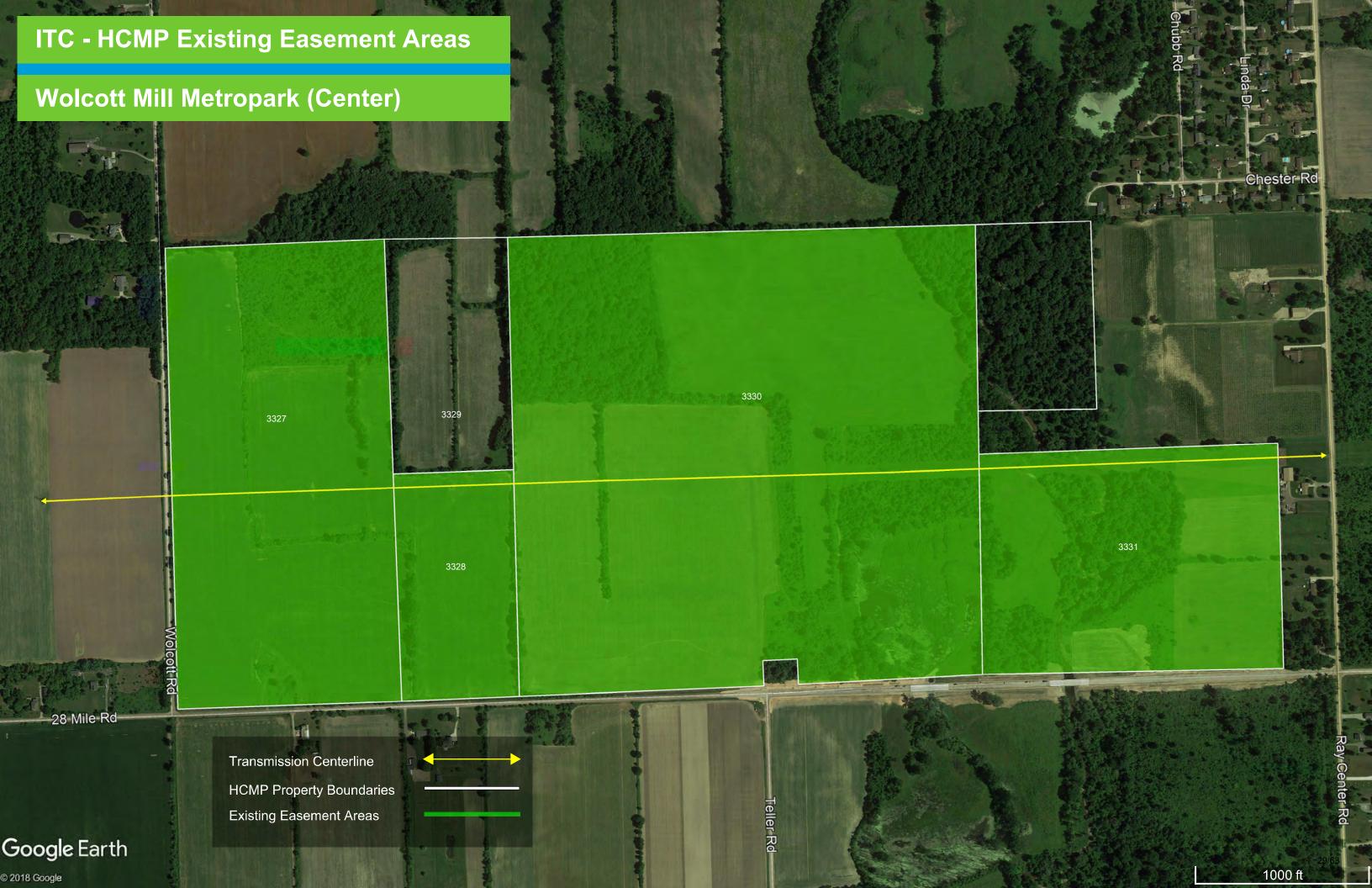
**Attachments: Easement Maps** 



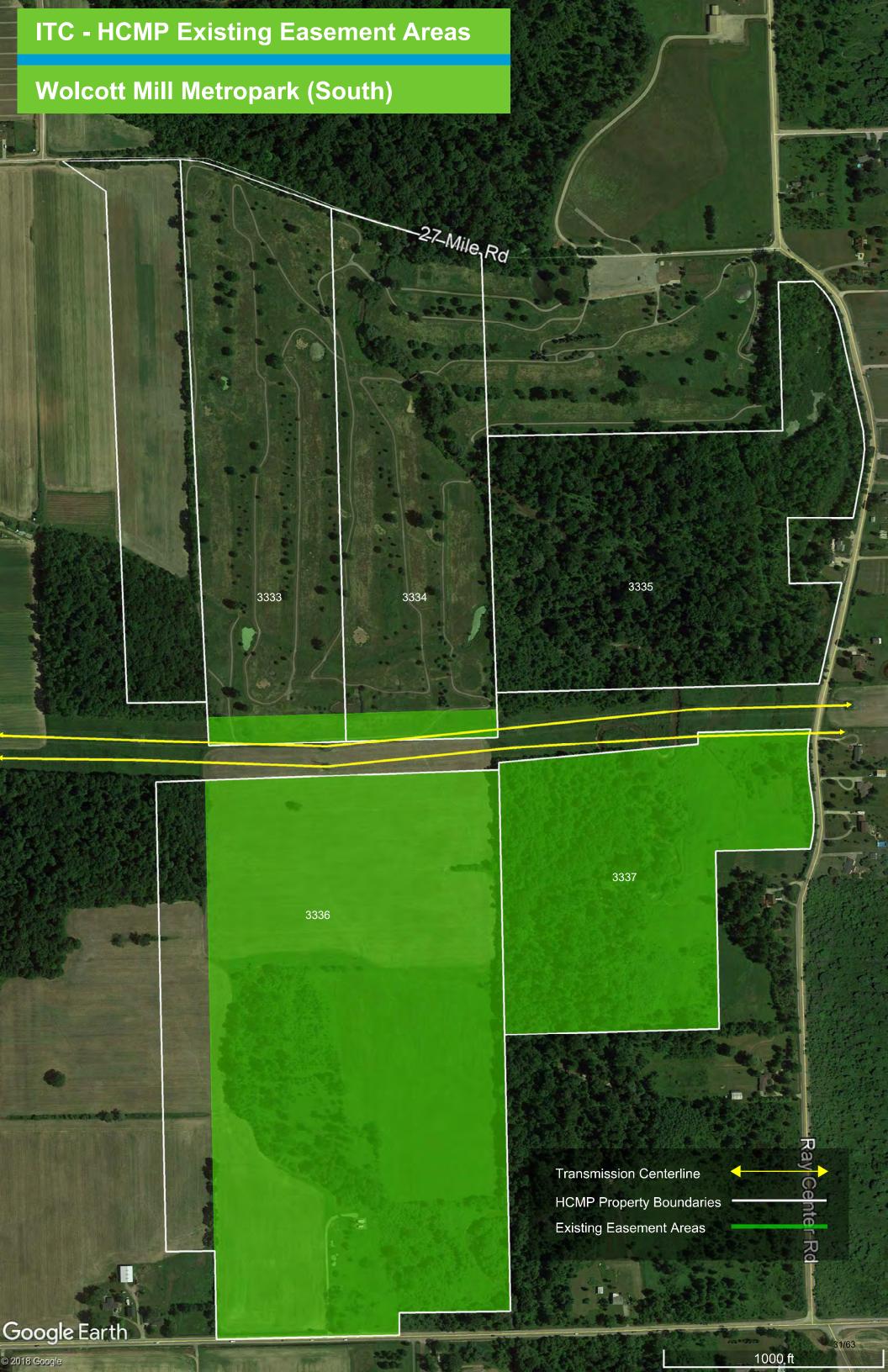


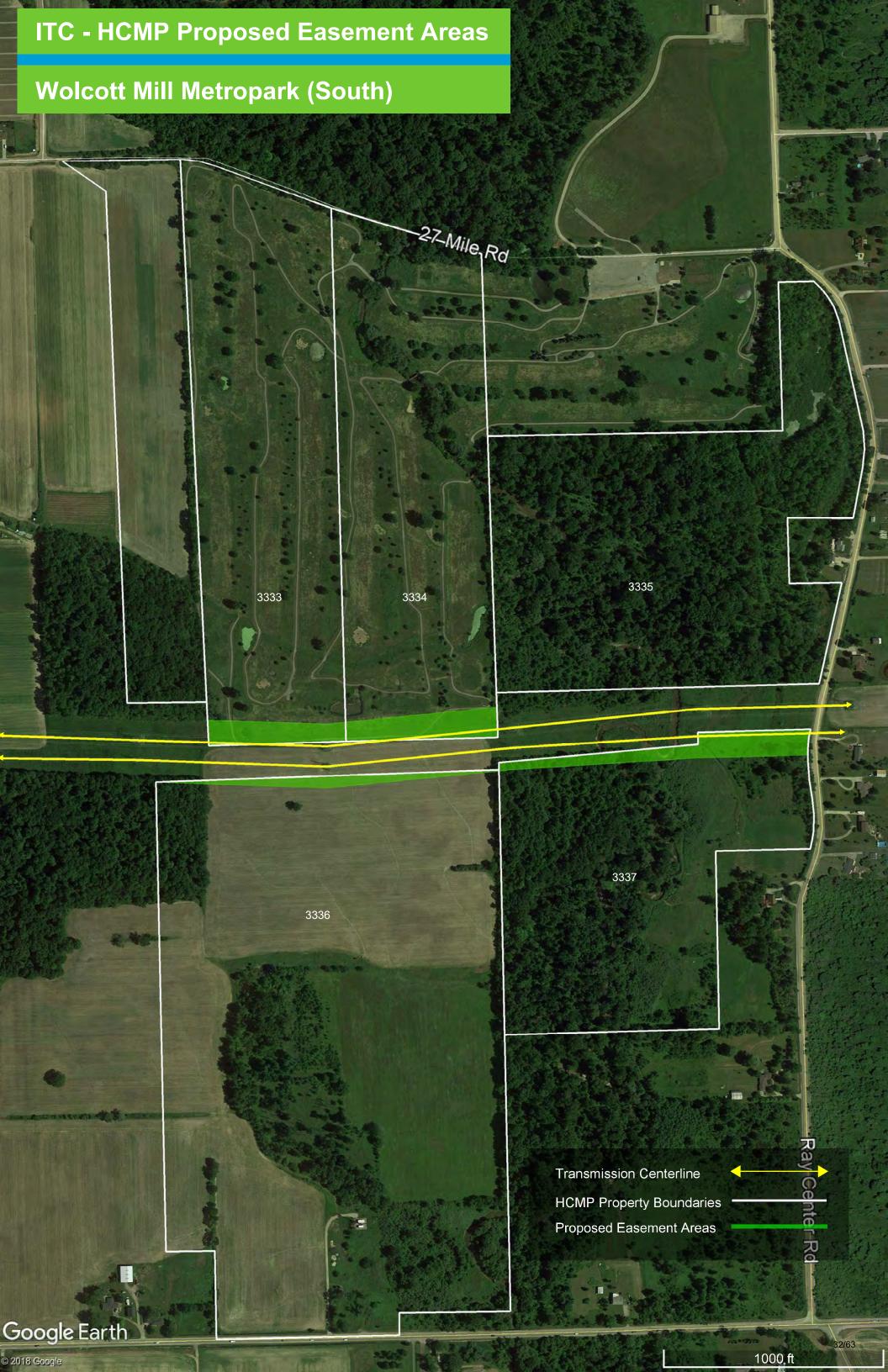














To: Board of Commissioners

From: Nina Kelly, Chief of Planning and Development Subject: Approval – Border to Border Trail Realignment

Location: Delhi Metropark
Date: July 5, 2019

Action Requested: Motion to Approve

That the Board of Commissioners' approve the conceptual realignment of the Border-to-Border Trail through Delhi Metropark as recommended by Chief of Planning and Development Nina Kelly and staff.

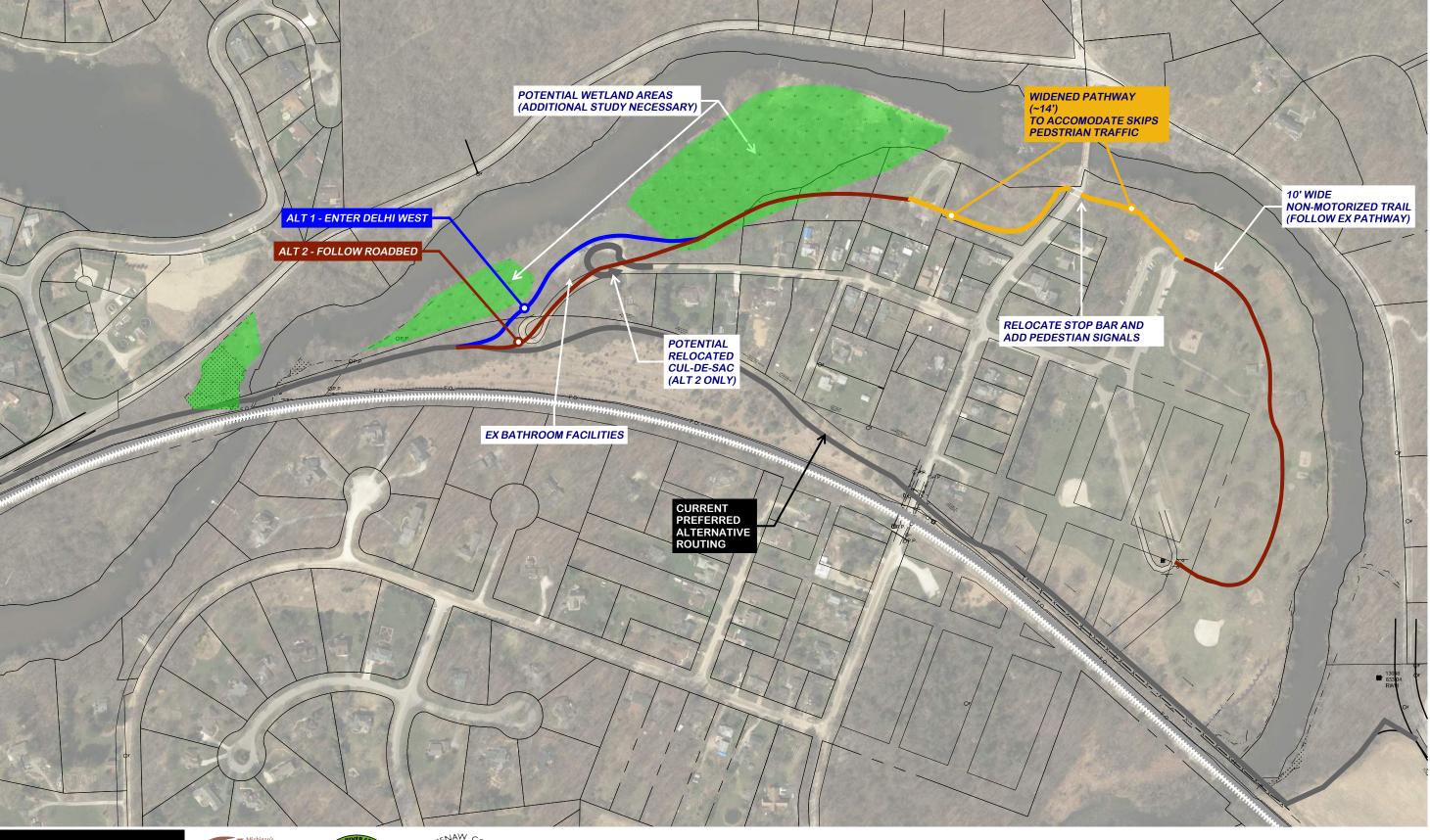
**Fiscal Impact**: None at this time.

**Background**: A master plan for the Border-to-Border Trail gap between Dexter-Huron Metropark and the city of Ann Arbor was completed in 2016 by the Washtenaw County Parks and Recreation Commission (WCPARC); Metroparks staff served on the steering committee during the planning process. Initially, it was proposed that the alignment of the trail connecting to Delhi Metropark would run along the railroad right-of-way to the south of West Delhi and Skip's Canoe Livery, entering into East Delhi only briefly at the easternmost end.

In 2018, the desire to connect the three separate parts of Delhi Metropark via trail for pedestrian and bicycle access was incorporated as a future project into the Dexter-Huron and Delhi Metropark master plan following public input. Subsequent discussions and site visits with WCPARC staff then led to the suggestion for shifting the alignment of the B2B to achieve the connectivity goal and improve safety and user experience by moving the trail away from the rail corridor and into the park, along the Huron River. WCPARC brought the idea to the public for input in January 2019 during a construction project update meeting, and feedback was very supportive.

Acknowledging that this would affect operations at Skip's Canoe Livery, Metroparks staff scheduled a meeting at Hudson Mills to discuss the proposed change with the owners of Skip's, followed by another meeting on site to walk the proposed alignment with WCPARC engineering consultants and staff. It was agreed among all parties to work toward moving the canoe livery operations to East Delhi to reduce impact from the trail and to improve access to park amenities for Skip's customers. OHM Advisors, the engineering consultant hired by WCPARC to complete the design of this section of B2B Trail, subsequently developed a new proposed alignment and implementation schedule.

**Attachment: Proposed B2B Trail Realignment** 













SKETCH BASED ON MAY 15, 2019 ON SITE MEETING





To: Board of Commissioners

From: Nina Kelly, Chief of Planning and Development

Subject: Resolution – LWCF Project Agreement for North Fishing Site Improvements

Location: Lower Huron Metropark

Date: July 5, 2019

#### Action Requested: Motion to Approve

That the Board of Commissioners' approve the resolution and authorize staff to execute the project agreement for the Land and Water Conservation Fund (LWCF) Grant for the Lower Huron North Fishing Site Improvements project as recommended by Chief of Planning and Development Nina Kelly and staff.

**Fiscal Impact**: This is a reimbursement grant. The total cost of the project is estimated at \$288,800, of which the Metroparks will be responsible for 50 percent (\$144,400). Staff recommends this be included in the capital project fund budget for 2020.

**Background**: In March 2018, the Board authorized staff to apply for a LWCF grant to assist in the redevelopment of the North Fishing Site at Lower Huron Metropark. The project was recommended for award in December 2018, and staff received the project agreement in June 2019.

The project will comprise the following elements:

- 1. Accessibility improvements to the canoe/kayak launch, picnicking areas, parking lot, restrooms, and fishing deck;
- Expanded parking lot with trailer parking spaces;
- 3. New turnaround drop-off for paddlers;
- 4. Trail amenities including a trailhead structure, bike/wheelchair repair station, and pet waste station; and
- 5. Landscaping to reduce the mowing area, increase wildlife habitat, and improve storm water management.

In order to move forward with accepting the grant funding, the Metroparks is required to submit the Project Agreement, Resolution, Boundary Map and Property Description by August 5, 2019. The project must be completed by April 30, 2022, with final reimbursement request submitted no later than July 31, 2022.

Attachments: Resolution

**Project Agreement** 

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

# RESOLUTION APPROVING SUBMISSION OF GRANT APPLICATION FOR LOWER HURON NORTH FISHING SITE IMPROVEMENTS

Matian mada	hu. Commissioner	Resolution No. 2019-14
Motion made		
Supported by	: Commissioner	<del></del>
METROPOLI		OF COMMISSIONERS OF THE HURON-CLINTON ON JULY 11, 2019, THE BOARD ADOPTED THE
26-01808 as i	received from the Michigan Dep	rity, does hereby accept the terms of the Agreement for partment of Natural Resources (DEPARTMENT), and that is hereby specifically agree, but not by way of limitation, as
		to complete the project during the project period and to e grant authorized by the DEPARTMENT.
	nintain satisfactory financial acc EPARTMENT for auditing at rea	counts, documents, and records to make them available to asonable times.
	nstruct the project and provide sfy the terms of said Agreemer	such funds, services and materials as may be necessary nt.
•	gulate the use of the facility con ereof by the public on equal an	structed and reserved under this Agreement to assure the dreasonable terms.
	mply with any and all terms of s foregoing portions of this Reso	said Agreement including all terms not specifically set forth lution."
AYES:	Commissioners:	<u>.</u>
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 July 11, 2019.
		Steven Williams



Michigan Department of Natural Resources - Grants Management

# LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT

Project Number: 26-01808

**Project Title:** North Fishing Site Renovation at Lower Huron Metropark

This Agreement is between the Michigan Department of Natural Resources and Environment for and on behalf of the State of Michigan ("DEPARTMENT") and the <a href="Huron-Clinton Metropolitan Authority IN THE">Huron-Clinton Metropolitan Authority IN THE</a>
<a href="COUNTY OF Livingston County">COUNTY OF Livingston County</a> ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In PA 2017 of 2018, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund grant to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments <a href="by 08/05/2019">by 08/05/2019</a>.

- 1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); Recreation Grant application bearing the number <u>26-01808</u> (APPENDIX C); and Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are, by this reference, made part of this Agreement. The Agreement together with the referenced Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
- Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
   Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the
   GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the
   provision in APPENDIX D will prevail.
- 3. The time period allowed for project completion is <u>06/06/2019 through 04/30/2022</u>, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
- 4. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
- 5. The words "project area" shall mean the land and area described in the legal description (APPENDIX A) and the boundary map (APPENDIX B) already referenced as being a part of the project file.
- 6. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

Access Pathway 5' - 6' wide
Access Pathway 6' wide or more
Bicycle/Wheelchair Repair Station
Canoe/Kayak Launch or Ramp
Grill(s)
Landscaping
Paddler Drop-off Paved Turnaround
Paved Parking Lot
Pet Waste Station
Picnic Table(s)
Restroom Building
Signage
Trailhead Structure

### 7. The DEPARTMENT agrees as follows:

Permit Fees

- a. To grant to the GRANTEE a sum of money equal to <u>Fifty (50%) Percent</u> of <u>Two Hundred Eighty</u> <u>Eight Thousand Eight Hundred (\$288,800.00) dollars and Zero Cents</u>, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed <u>One Hundred Forty Four Thousand Four Hundred (\$144,400.00) dollars and Zero Cents</u>.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - Payments will be made on a reimbursement basis at <u>Fifty (50%) Percent</u> of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.
- 8. The GRANTEE agrees as follows:
  - a. To immediately make available all funds required to complete the project and to <u>One Hundred Forty Four Thousand Four Hundred (\$144,400.00) dollars and Zero Cents</u> in local match. This sum represents <u>Fifty (50%) Percent</u> of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon written DEPARTMENT approval, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon written DEPARTMENT approval, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended.
  - vii. Bury all overhead utility lines.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon,

and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- j. To erect and maintain a plaque on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this plaque shall be in accordance with DEPARTMENT and SERVICE specifications.
- k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- 9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
- 10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.

- c. Submit a complete request for final reimbursement within 90 days of project completion and no later than <u>7/31/2022</u>. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- 11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
- 12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
- 13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
- 14. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- 15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
- 16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
- 17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of similar recreational and monetary value.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
- c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- 18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal fair market value, and of reasonably equivalent usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal fair market value and of reasonably equivalent usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.

### 19. The GRANTEE acknowledges that:

- a) The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b) The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c) The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
- 20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- 21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- 22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
  - b. If any portion of the project area is a facility, documentation that Department of Natural Resources and Environment-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response

actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

- 23. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the SERVICE with no reimbursement made to the GRANTEE.
- 24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
- 25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- 27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- 28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
- 29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund and the Michigan Natural Resources Trust Fund; and/or
  - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or

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e. Require repayment of grant funds paid to GRANTEE; and/or

- f. Require specific performance of the Agreement.
- 30. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- 31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
- 33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
- 34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
- 35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
  - b. the DEPARTMENT has signed it.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first above written. Approved by resolution (true copy attached) of the \_\_\_\_\_ date \_\_\_\_\_ meeting of the \_\_\_\_\_ (name of approving body) (special or regular) GRANTEE SIGNED: By: \_\_\_\_\_ Print Name: \_\_\_\_ Date:\_\_\_\_ Grantee's Federal ID# 38-6005602 MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT SIGNED: By: \_\_\_\_\_ Dan Lord Title: Manager, Grants Management Date: \_\_\_\_\_

#### APPENDIX D

# LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

#### Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

#### Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project

agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and /or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

#### G. <u>Nondiscrimination</u>

- 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
- 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

#### Part III - Project Assurances

#### A. <u>Applicable Federal Circulars</u>

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- -OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

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-A-87. Cost Principles for State, Local, and Indian Tribal Governments; and

-A-133, Audits of States, Local Governments, and Non-Profit Organizations.

#### B. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
- The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

#### C. <u>Project Execution</u>

- 1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
- 2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
- 3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
- 4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- 5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
- 6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
- 7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
- 8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
- 9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.
- 10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment.

rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- 11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
  - (1) Place minority and women business firms on bidder's mailing lists.
  - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
  - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
  - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

- 13. The State will comply with the intergovernmental review requirements of Executive Order 12372.
- D. <u>Construction Contracted for by the State Shall Meet the Following Requirements:</u>
  - 1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
  - 2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.
- E. Retention and Custodial Requirements for Records
  - 1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
  - 2. The retention period starts from the date of the final expenditure report for the project.
  - 3. State and local governments are authorized to substitute copies in lieu of original records.
  - 4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

#### F. Project Termination

- 1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
- 2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

- 3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
- 5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### G. <u>Lobbying with Appropriated Funds</u>

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### H. <u>Provision of a Drug-Free Workplace</u>

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

#### I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the

representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

#### J. Debarment and Suspension

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

# Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Revised 10/01/2008

# SAMPLE RESOLUTION (Development)

	Upon motion made by		, seconded by	, the
foll	owing Resolution was adopted:			
	reement as received from the Mic	higan Department of Nati	, Michigan, does hereby acceural Resources, and that the yagree, but not by way of limitation	
1.			t during the project period and to pr ars to match the grant authorized b	
2.	To maintain satisfactory financia DEPARTMENT for auditing at re		nd records to make them available	to the
3.	To construct the project and prover terms of said Agreement.	vide such funds, services	, and materials as may be necessa	ry to satisfy the
4.	To regulate the use of the facility public on equal and reasonable		d under this Agreement to assure t	he use thereof by the
5.	To comply with any and all terms portions of this Resolution."	s of said Agreement includ	ding all terms not specifically set for	rth in the foregoing
	e following aye votes were recorder following nay votes were recorder			
ST	ATE OF MICHIGAN )			
CC	) s OUNTY OF )	S		
tha	t the above is a true and correct of	copy of the Resolution rela	, Michigative to the Agreement with the Mic	chigan Department of
			Signature	
			Title	
			Dated	



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

To: Board of Commissioners

From: Ryan Colliton, Chief of Natural Resources and Regulatory Compliance Subject: Approval – Memorandum of Understanding, Audubon Great Lakes

Project Title: MOTUS Wildlife Tracking Tower

Location: Lake St. Clair Metropark

Date: July 5, 2019

### Action Requested: Motion to Approve

That the Board of Commissioners' approve the Collaborative Partnership Memorandum of Understandings (MOUs) with the Audubon Great Lakes as recommended by Chief of Natural Resources and Regulatory Compliance Ryan J. Colliton and staff.

**Fiscal Impact:** Staff time will be used to install the MOTUS wildlife towers.

**Background:** Metroparks staff has worked with Great Lakes Audubon on many projects over the past several years, including annual bird monitoring efforts at the park and protected species habitat restoration at Lake St. Clair.

Audubon Great Lakes would like to partner with the Huron-Clinton Metropolitan Authority to install a MOTUS wildlife tracking tower at Lake St. Clair Metropark. The proposed MOU would formalize this collaborative partnership and outline general parameters for working together moving forward.

Miller Canfield has reviewed the proposed agreement on behalf of Metroparks

Attached: MOU Audubon Great Lakes

### **Collaborative Partnership Memorandum of Understanding**

# Huron-Clinton Metropolitan Authority and Audubon Great Lakes

The HURON-CLINTON METROPOLITAN AUTHORITY ("HCMA") and NATIONAL AUDUBON SOCIETY, INC. dba AUDUBON GREAT LAKES ("AGL") memorialize the following understandings regarding Lake St. Clair Metropark located in Macomb County, Michigan, this 11<sup>th</sup> day of July 2019.

#### I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to set forth the responsibilities of AGL and HCMA in the installation, operation, and maintenance of a MOTUS wildlife tracking tower at Lake St. Clair Metropark, and to describe the roles of HCMA and AGL in future collaborative endeavors.

### II. Background and Statement of Mutual Interest

Whereas, the HCMA is a regional park system created in 1940 by the citizens of southeast Michigan for the purpose of providing excellent recreational and educational opportunities while serving as stewards of natural resources, and

Whereas, AGL is a regional office of the National Audubon Society, and

Whereas, AGL manages conservation work throughout the region to protect and improve habitat critical to birds during their migration and nesting cycles and build networks of volunteers and advocates for the natural environment.

Whereas, Lake St. Clair Metropark is owned by HCMA and managed as a public park and is located within MACOMB COUNTY,

Whereas, Motus is an international, collaborative wildlife tracking and research network that uses a coordinated array of towers and antennas to track the movement and behavior of birds and other small flying organisms affixed with small radio transmitters; and

Whereas, Motus facilitates landscape-scale research and education on the ecology and conservation of migratory animals; and

Whereas AGL is seeking to acquire data on migratory habits of Black Terns and other birds; and

Whereas, AGL wishes to coordinate with HCMA as a cooperator operating a MOTUS wildlife tracking tower, and

Whereas, AGL and HCMA have identified Lake St. Clair Metropark as a location where installation of a Motus tower would provide important data and further migratory science, and

Whereas, HCMA recognizes the value of the Metroparks to park patrons and the citizens of southeast Michigan as a whole and wishes to utilize AGL's expertise to leverage resources for improving and enhancing the Metroparks.

#### III. Understandings

- 1. <u>Motus Tower Installation & Maintenance</u>. HCMA will coordinate with AGL to install, operate, and maintain a MOTUS wildlife tracking tower in Lake St. Clair Metropark.
  - a. Site selection. HCMA, in coordination with AGL, will select an appropriate site for installation of a Motus tower and associated equipment ("Installation Site").

- b. Materials. The MOTUS wildlife tracking tower and all related materials required therefor will be purchased and replaced by AGL. These materials include but are not limited to the MOTUS tower, installation hardware, wiring, computers, waterproof enclosures, and equipment used to obtain data from the MOTUS tower. Necessary equipment will vary depending on where the tower is installed in the park.
- c. Installation and Maintenance. HCMA will, on an annual basis, use its available staff, equipment, and other resources to install the tower and related equipment prior to the breeding season, and provide staff to assist AGL with any necessary repairs or maintenance after installation. Prior to the winter, HCMA and AGL will assess the Motus array and depending on the site selection, either disassemble or lower the Motus tower to prevent damage during winter storms. If disassembled, AGL will store the equipment in a secure and protected location.
- d. *Electricity*. If the Installation Site is located in or on an existing building served by the electrical grid, HCMA shall supply sufficient electricity from the grid to power the Motus tower and related equipment. If no suitable power source is available, AGL shall purchase equipment suitable to power the system, such as solar cells and batteries.
- e. Data. Data obtained through use of the MOTUS tracking wildlife tracking tower will be available to HCMA and AGL in accordance with policies established by Bird Studies Canada for the Motus program. AGL will provide the Chief of Natural Resources and Regulatory Compliance relevant updates as it relates to data collected from the tower.
- f. Site Access. HCMA grants AGL a revocable license to access the Installation Site for installation, disassembly, maintenance, adjustment, and data collection. When accessing the site for data collection, AGL staff will sign an annual waiver. AGL staff collecting data from the MOTUS wildlife tracking tower must contact the park office at least 24 hours in advance to arrange for access to the tower site. HCMA agrees that AGL shall assume no liability for the acts or omissions of HCMA's staff or contractors, and HCMA agrees to indemnify AGL for any damage or claims caused by HCMA's staff or contractors.
- g. *Decommissioning*. At the expiration of this agreement, and if the parties cannot agree to extend the agreement, HCMA and AGL shall decommission and disassemble the Motus tower. Unless otherwise agreed to or specified in AGL's grant agreements for this project, all equipment shall remain the property of AGL.
- h. Access to Metroparks. Except as otherwise provided below, the Metroparks will be open to permitted users at all times during which they are open to the public, and public access will generally be governed by the policies regarding public access to the Metroparks system as approved by the HCMA Board of Commissioners. HCMA will use its best efforts to secure the Installation Site with an appropriate lock, signage, or other means of protecting the equipment. Only AGL staff and designated HCMA staff involved in the Motus project shall be permitted to access the equipment.
- 2. <u>Exclusivity</u>. At the complete discretion of HCMA, AGL and HCMA will be the only groups and entities involved during the term of this agreement.
- 3. Non-fund obligating document. Nothing in this MOU shall obligate HCMA or AGL to contribute or transfer any funds. Specific work projects or activities that would require the transfer of funds or services between HCMA and AGL will require execution of separate project-specific agreements and be subject to approval by both parties and contingent upon the availability of appropriated funds.

#### 4. Communications.

- a. *Method of providing notice and obtaining consent*. Notice and consent may be provided or confirmed via email or other written communication.
- b. Authorized Parties.
  - i. AGL. AGL'S designated contacts for the first Motus tower in Lake St Clair Metropark shall be Erin Rowan and Stephanie Beilke. For future installations, AGL will designate an appropriate contact person based on the project in question.
  - ii. HCMA. All communications regarding Lake St. Clair Metropark site access will be directed to the HCMA Western District Superintendent and the Lake St. Clair park office.
  - iii. Change in authorized parties. AGL and HCMA will provide notice to the other party of any changes in the Authorized Parties.

#### c. Annual Review.

- i. Each year, HCMA and AGL will review this agreement and any collaborative projects to identify opportunities for improvement in communications, organization, and administration.
- 5. <u>Property rights</u>. Nothing in this MOU will convey any property rights or independent decision-making authority to AGL. All final decisions affecting the infrastructure, aesthetics, and programming at the Metroparks will be made by the HCMA Board of Commissioners.
- 6. <u>Assumption of Risk</u>. To the extent permitted by law, unless caused by the gross negligence, recklessness, or willful misconduct of the other party, both HCMA and AGL agree to assume the risk of injury or harm to their employees and contractors from all liability for injury, illness, death, or property damage arising from activities performed under this agreement, and shall maintain in good standing policies of insurance typical of similar organizations, including comprehensive general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- 7. <u>Duration</u>. This MOU will become effective on July 11, 2019 and continue until midnight on Dec. 31, 2022. Either party may terminate this MOU upon 30 days advance written notice to the other party.

Agreed and understood:
AUDUBON GREAT LAKES
By: Rebeccah Sanders Its: Executive Director and Vice President

HURON-CLINTON METROPOLITAN AUTHORITY

By: Amy McMillan

Its: Director

		MONTHLY VE	HICLE ENTRIES		MONTHLY TOLL REVENUE						
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average	Current		Previous		Prev 3 Yr Avg		Change from Average
Lake St Clair	61,673	56,872	56,824	9%	\$	326,852	\$	261,093	\$	290,376	13%
Wolcott Mill	3,483	4,871	6,791	-49%	\$	5,363	\$	6,142	\$	5,452	-2%
Stony Creek	91,304	78,019	82,150	11%	\$	534,839	\$	382,768	\$	438,271	22%
Indian Springs	12,669	12,563	13,182	-4%	\$	57,187	\$	48,982	\$	48,644	18%
Kensington	99,317	100,154	97,558	2%	\$	474,857	\$	390,577	\$	416,689	14%
Huron Meadows	10,828	10,989	10,960	-1%	\$	2,329	\$	4,247	\$	3,694	-37%
Hudson Mills	22,154	23,202	25,240	-12%	\$	66,260	\$	79,525	\$	77,749	-15%
Lower Huron/Willow/Oakwoods	58,390	61,087	63,078	-7%	\$	179,764	\$	166,434	\$	172,464	4%
Lake Erie	25,961	25,377	26,775	-3%	\$	98,795	\$	85,268	\$	95,895	3%
Monthly TOTALS	385,779	373,134	382,558	1%	\$	1,746,246	\$	1,425,036	\$	1,549,233	13%

		Y-T-D VEHIC	CLE ENTRIES		
PARK	Current Previous		Prev 3 Yr Avg	Change from Average	С
Lake St Clair	179,606	184,992	175,786	2%	\$ 8
Wolcott Mill	16,229	26,245	29,851	-46%	\$
Stony Creek	231,300	258,304	253,848	-9%	\$ 1,3
Indian Springs	36,745	37,964	39,799	-8%	\$
Kensington	352,163	360,763	355,486	-1%	\$ 1,4
Huron Meadows	37,661	40,667	40,509	-7%	\$
Hudson Mills	88,293	88,918	91,788	-4%	\$ 2
Lower Huron/Willow/Oakwoods	237,718	251,873	255,227	-7%	\$ 4
Lake Erie	86,443	84,533	88,433	-2%	\$ :
Monthly TOTALS	1,266,158	1,334,259	1,330,726	-5%	\$ 4,9

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		Y-T-D TOLL	.RE	VENUE			
	Current	Previous	Pı	rev 3 Yr Avg	Change from Average		
	\$ 852,219	\$ 899,194	\$	848,996	0%		
	\$ 61,045	\$ 27,729	\$	20,216	202%		
	\$ 1,326,804	\$ 1,303,634	\$	1,373,045	-3%		
	\$ 176,621	\$ 170,959	\$	181,764	-3%		
	\$ 1,476,943	\$ 1,476,787	\$	1,501,105	-2%		
	\$ 33,665	\$ 35,143	\$	30,981	9%		
	\$ 262,434	\$ 273,869	\$	298,022	-12%		
	\$ 437,574	\$ 488,749	\$	511,132	-14%		
	\$ 349,216	\$ 344,141	\$	357,709	-2%		
	\$ 4,976,521	\$ 5,020,205	\$	5,122,971	-3%		

	MONTHLY PARK REVENUE								
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average					
Lake St Clair	\$ 457,388	\$ 363,807	\$ 401,269	14%					
Wolcott Mill	\$ 16,222	\$ 17,571	\$ 53,863	-70%					
Stony Creek	\$ 842,457	\$ 673,633	\$ 743,051	13%					
Indian Springs	\$ 210,282	\$ 196,625	\$ 195,649	7%					
Kensington	\$ 875,676	\$ 726,838	\$ 744,700	18%					
Huron Meadows	\$ 164,195	\$ 152,909	\$ 148,697	10%					
Hudson Mills	\$ 180,416	\$ 179,107	\$ 180,995	0%					
Lower Huron/Willow/Oakwoods	\$ 557,474	\$ 521,198	\$ 544,008	2%					
Lake Erie	\$ 334,178	\$ 326,919	\$ 333,127	0%					
Y-T-D TOTALS	\$ 3,638,288	\$ 3,158,607	\$ 3,345,360	9%					

	Y-T-D PARK REVENUE											
	Current		Previous	Pı	rev 3 Yr Avg	Change from Average						
\$	1,280,151	\$	1,305,459	\$	1,244,213	3%						
\$	181,583	\$	129,985	\$	189,817	-4%						
\$	2,037,896	\$	2,057,649	\$	2,136,120	-5%						
\$	519,421	\$	509,664	\$	530,441	-2%						
\$	2,364,467	\$	2,327,125	\$	2,286,125	3%						
\$	401,501	\$	387,510	\$	370,529	8%						
\$	515,381	\$	522,947	\$	538,557	-4%						
\$	999,409	\$	1,065,483	\$	1,110,850	-10%						
\$	766,117	\$	803,361	\$	819,420	-7%						
\$	9,065,926	\$	9,109,183	\$	9,226,073	-2%						

	Y-T-0	Vehicle Entries	by Managemen	t Unit
District	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	427,135	469,541	459,485	-7%
Western	514,862	528,312	527,582	-2%
Southern	324,161	336,406	343,660	-6%

Y-T-	Y-T-D Total Revenue by Management Unit										
Current	Previous	Prev 3 Yr Avg	Change from Average								
3,499,630	3,493,093	3,570,150	-2%								
3,800,770	3,747,246	3,725,652	2%								
1,765,526	1,868,844	1,930,271	-9%								

		MONTHLY	ROUNDS		MONTHLY REVENUE						
GOLF THIS MONTH	Current	Previous	Prev 3 Yr Avg	Change from Average	Current		Previous		Prev 3 Yr Avg		Change from Average
Stony Creek	5,209	5,610	5,699	-9%	\$	178,195	\$	182,508	\$	187,045	-5%
Indian Springs	4,447	4,647	4,421	1%	\$	137,993	\$	135,336	\$	122,443	13%
Kensington	6,010	5,631	5,565	8%	\$	199,762	\$	171,453	\$	156,986	27%
Huron Meadows	4,934	4,744	4,610	7%	\$	160,866	\$	147,661	\$	144,136	12%
Hudson Mills	4,034	3,677	3,244	24%	\$	101,857	\$	89,110	\$	79,227	29%
Willow	3,929	3,941	4,292	-8%	\$	120,451	\$	109,862	\$	124,504	-3%
Lake Erie	4,865	4,757	4,593	6%	\$	133,551	\$	138,944	\$	130,882	2%
Total Regulation	33,428	33,007	32,424	3%	\$	1,032,675	\$	974,874	\$	945,222	9%
LSC Par 3	1,194	1,461	1,442	-17%	\$	9,068	\$	8,450	\$	9,179	-1%
LSC Foot Golf	136	51	146	-7%	\$	1,038	\$	304	\$	989	5%
Total Golf	34,758	34,519	34,594	0%	\$	1,042,781	\$	983,628	\$	959,186	9%

		GOLF RO	JNDS Y-T-D		GOLF REVENUE Y-T-D						
GOLF Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average	Current		Previous		Prev 3 Yr Avg		Change from Average
Stony Creek	10,415	11,848	12,040	-13%	\$	344,869	\$	380,985	\$	388,873	-11%
Indian Springs	9,323	9,668	9,501	-2%	\$	280,471	\$	278,311	\$	258,700	8%
Kensington	13,785	12,620	12,386	11%	\$	422,805	\$	377,468	\$	345,647	22%
Huron Meadows	11,197	10,498	10,381	8%	\$	344,605	\$	322,424	\$	320,045	8%
Hudson Mills	8,258	8,099	6,995	18%	\$	195,284	\$	187,952	\$	164,193	19%
Willow	7,253	6,741	8,189	-11%	\$	217,329	\$	187,898	\$	237,211	-8%
Lake Erie	9,448	9,611	9,824	-4%	\$	253,639	\$	271,581	\$	271,295	-7%
Total Regulation	69,679	69,085	69,316	1%	\$	2,059,002	\$	2,006,618	\$	1,985,964	4%
LSC Par 3	1,848	2,573	2,686	-31%	\$	15,044	\$	14,892	\$	16,765	-10%
LSC Foot Golf	206	70	221	-7%	\$	1,588	\$	409	\$	1,483	7%
Total Golf	71,733	71,728	73,504	-2%	\$	2,075,634	\$	2,021,919	\$	2,012,786	3%

		PATRONS 1	MONTHLY REVENUE								
AQUATICS THIS MONTH	Current	Current Previous		Change from Average	Current			Previous	Pr	ev 3 Yr Avg	Change from Average
Lake St. Clair	11,585	11,345	11,827	-2%	\$	57,531	\$	56,708	\$	59,100	-3%
Stony Creek Rip Slide	5,712	5,553	7,047	-19%	\$	28,592	\$	27,974	\$	34,703	-18%
KMP Splash	9,044	7,929	9,274	-2%	\$	64,398	\$	46,032	\$	55,083	17%
Lower Huron	18,653	19,647	20,079	-7%	\$	213,918	\$	197,766	\$	199,015	7%
Willow	4,763	4,618	4,953	-4%	\$	22,614	\$	22,553	\$	23,945	-6%
Lake Erie	8,038	8,034	8,716	-8%	\$	65,714	\$	65,787	\$	71,317	-8%
TOTALS	57,795	57,126	62,108	-7%	\$	452,767	\$	416,820	\$	444,598	2%

		PATRO	REVENUE Y-T-D								
AQUATICS Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average	Current			Previous	Pr	ev 3 Yr Avg	Change from Average
Lake St. Clair	1,257	16,223	15,286	-92%	\$	63,815	\$	81,074	\$	76,406	-16%
Stony Creek Rip Slide	6,348	7,615	8,740	-27%	\$	32,168	\$	36,762	\$	42,804	-25%
KMP Splash	9,860	12,274	12,317	-20%	\$	75,430	\$	74,404	\$	75,335	0%
Lower Huron	19,859	26,284	24,664	-19%	\$	229,688	\$	265,870	\$	245,646	-6%
Willow	5,028	6,091	6,139	-18%	\$	24,390	\$	29,998	\$	29,934	-19%
Lake Erie	8,581	11,812	11,257	-24%	\$	70,853	\$	88,600	\$	89,188	-21%
TOTALS	50,933	80,299	78,668	-35%	\$	496,343	\$	576,708	\$	561,251	-12%

		Seasonal Activ	rities this Month		Monthly Revenue						
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average		Current	F	Previous	Pre	Change from Average	
Lake St. Clair											
Welsh Center	6	8	6	-5%	\$	3,300	\$	5,800	\$	4,975	-34%
Shelters	53	48	50	6%	\$	12,650	\$	11,475	\$	11,987	6%
Boat Launches	714	1,432	1,367	-48%	\$	-	\$	-	\$	-	-
Marina	324	295	381	-15%	\$	6,269	\$	2,882	\$	3,449	82%
Mini-Golf	2,322	2,131	2,388	-3%	\$	8,836	\$	7,673	\$	8,758	1%
Wolcott											
Activity Center	2	7	9	-79%	\$	1,000	\$	500	\$	1,650	-39%
Stony Creek											
Disc Golf Daily	2,278	1,724	2,290	-1%	\$	7,906	\$	5,816	\$	7,683	3%
Disc Golf Annual	5	7	6	-21%	\$	300	\$	385	\$	335	-10%
Total Disc Golf	2,283	1,731	2,297	-1%	\$	8,206	\$	6,201	\$	8,018	2%
Shelters	84	68	70	21%	\$	18,825	\$	15,300	\$	15,700	20%
Boat Rental	4,143	3,210	3,901	6%	\$	43,533	\$	33,984	\$	40,947	6%
Boat Launches	176	252	220	-20%	\$	-	\$	-	\$	-	-
Indian Springs											
Shelters	17	5	6	168%	\$	1,775	\$	900	\$	967	84%
Event Room	5	3	4	15%	\$	7,634	\$	4,600	\$	7,620	0%
Kensington	_										
Disc Golf Daily	4,106	4,189	3,844	7%	\$	16,032	\$	16,069	\$	12,700	26%
Disc Golf Annual	17	25	14	24%	\$	875	\$	1,355	\$	732	20%
Total Disc Golf	4,123	4,214	3,858	7%	\$	16,907	\$	17,424	\$	13,432	26%
Shelters	77	74	69	12%	\$	17,325	\$	16,650	\$	16,350	6%
Boat Rental	3,935	3,277	3,485	13%	\$	55,539	\$	40,423	\$	44,597	25%
Huron Meadows											
Shelters	5	5	4	15%	\$	1,000	\$	1,000	\$	867	15%
Hudson Mills											
Disc Golf Daily	985	732	1,113	-11%	\$	2,955	\$	2,196	\$	3,338	-11%
Disc Golf Annual	16	10	12	37%	\$	900	\$	550	\$	628	43%
Total Disc Golf	1,001	742	1,124	-11%	\$	3,855	\$	2,746	\$	3,966	-3%
Shelters	16	13	16	0%	\$	3,200	\$	2,600	\$	3,200	0%
Canoe Rental	1,110	1,556	1,270	-13%	\$	1,103	\$	-	\$	3,309	-67%
Lower Huron / Willow / Oakwood	S										
Disc Golf Daily	112	96	121	-8%	\$	336	\$	288	\$	364	-8%
Disc Golf Annual	0	3	2	-	\$		\$	145	\$	103	-
Total Disc Golf	112	99	123	-9%	\$	336	\$	433	\$	467	-28%
Shelters	44	39	43	3%	\$	9,400	\$	8,750	\$	9,367	0%
Lake Erie											
Shelters	17	9	12	42%	\$	3,700	\$	1,900	\$	2,633	41%
Boat Launches	2,764	2,237	2,330	19%	\$	-	\$	-	\$	-	-
Marina	0	572	217	-	\$	28,659	\$	33,237	\$	30,244	-5%

		Seasonal Revenue Y-T-D								
PARK	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	ı	Previous	Pre	ev 3 Yr Avg	Change from Average
Lake St. Clair										
Welsh Center	42	42	28	48%	\$ 32,525	\$	30,750	\$	22,583	44%
Shelters	220	192	184	19%	\$ 55,325	\$	45,689	\$	46,423	19%
Boat Launches	344	1,870	2,058	-83%	\$ -	\$	-	\$	-	-
Marina	329	554	796	-59%	\$ 7,046	\$	8,586	\$	6,224	13%
Mini-Golf	2,822	2,776	3,048	-7%	\$ 10,755	\$	10,097	\$	11,171	-4%
Wolcott										
Activity Center	21	46	46	-55%	\$ 13,450	\$	10,650	\$	10,033	34%
Stony Creek										
Disc Golf Daily	5,695	5,584	7,064	-19%	\$ 19,408	\$	17,846	\$	22,180	-12%
Disc Annual	100	102	117	-15%	\$ 5,620	\$	5,590	\$	6,287	-11%
Total Disc Golf	5,795	5,686	7,181	-19%	\$ 25,028	\$	23,436	\$	28,467	-12%
Shelters	284	249	270	5%	\$ 64,000	\$	56,025	\$	58,712	9%
Boat Rental	5,081	5,174	5,497	-8%	\$ 54,278	\$	54,536	\$	57,823	-6%
Boat Launches	382	439	357	7%	\$ -	\$	-	\$	-	-
Indian Springs										
Shelters	49	26	28	73%	\$ 7,000	\$	4,950	\$	4,817	45%
Event Room	20	23	27	-26%	\$ 37,834	\$	36,000	\$	46,677	-19%
Kensington										
Disc Golf Daily	9,540	9,538	10,995	-13%	\$ 32,730	\$	32,116	\$	34,153	-4%
Disc Annual	167	169	143	17%	\$ 8,945	\$	9,115	\$	7,658	17%
Total Disc Golf	9,707	9,707	11,138	-13%	\$ 41,675	\$	41,231	\$	41,812	0%
Shelters	347	314	289	20%	\$ 77,863	\$	70,650	\$	70,762	10%
Boat Rental	4,956	5,228	5,236	-5%	\$ 70,306	\$	66,515	\$	67,505	4%
Huron Meadows					\$ 148,168					
Shelters	22	21	18	20%	\$ 4,400	\$	4,200	\$	3,933	12%
Hudson Mills										
Disc Golf Daily	3,160	3,060	4,309	-27%	\$ 9,480	\$	9,180	\$	12,926	-27%
Disc Annual	124	159	142	-12%	\$ 7,240	\$	8,545	\$	7,592	-5%
Total Disc Golf	3,284	3,219	4,450	-26%	\$ 16,720	\$	17,725	\$	20,518	-19%
Shelters	54	73	77	-30%	\$ 10,800	\$	16,000	\$	15,800	-32%
Canoe Rental	1,298	1,556	1,515	-14%	\$ 1,103	\$	-	\$	6,007	-82%
Lower Huron / Willow / Oakwoods	3									
Disc Golf Daily	437	597	446	-2%	\$ 1,311	\$	1,791	\$	1,338	-2%
Disc Annual	7	15	9	-22%	\$ 420	\$	785	\$	482	-13%
Total Disc Golf	444	612	455	-2%	\$ 1,731	\$	2,576	\$	1,820	-5%
Shelters	198	214	206	-4%	\$ 43,250	\$	47,200	\$	45,158	-4%
Lake Erie										
Shelters	56	42	47	19%	\$ 12,200	\$	9,100	\$	10,467	17%
Boat Launches	9,215	8,391	8,453	9%	\$ -	\$	-	\$	-	-
Marina	0	924	336	-	\$ 72,168	\$	81,526	\$	80,001	-10%

### INTERPRETIVE FACILITIES

		Monthly Par	trons Served		YTD Patrons Served (total program participants and non-program visitors)						
PARK	(total pro	gram 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	25,732	23,026	24,369	6%	87,742	87,507	89,070	-1%			
Wolcott Mill	1,008	2,859	2,580	-61%	8,271	19,282	15,132	-45%			
Wolcott Farm	3,077	6,519	4,347	-29%	26,775	69,346	39,442	-32%			
Stony Creek	19,569	18,196	18,908	3%	88,988	87,024	92,521	-4%			
Eastern Mobile Center	1,066	2,015	1,515	-30%	6,559	14,160	10,167	-35%			
Indian Springs	8,559	8,921	9,486	-10%	37,086	8,921	29,571	25%			
Kens NC	31,061	21,190	27,727	12%	137,011	53,215	109,382	25%			
Kens Farm	31,669	31,877	33,312	-5%	122,267	91,733	118,626	3%			
Western Mobile Center	1,054	588	827	27%	6,422	2,156	4,799	34%			
Hudson Mills	4,021	3,907	4,009	0%	21,406	3,907	14,714	45%			
Oakwoods	15,848	16,928	16,135	-2%	70,238	67,301	70,852	-1%			
Lake Erie	15,217	17,638	15,862	-4%	72,070	58,495	67,131	7%			
Southern Mobile Center	2,009	1,363	1,535	31%	10,205	8,417	7,956	28%			
Totals	159,890	155,027	160,614	0%	695,040	571,464	669,365	4%			

	Monthly Revenue							YTD Revenue						
PARK	(	Current	P	revious	Pre	/ 3 Yr Avg	Change from Average		Current		Previous	Pr	ev 3 Yr Avg	Change from Average
Lake St Clair	\$	4,824	\$	3,933	\$	6,021	-20%	\$	16,116	\$	14,808	\$	19,584	-18%
Wolcott Mill	\$	-	\$	3,336	\$	2,504	-	\$	3,456	\$	12,426	\$	9,617	-64%
Wolcott Farm	\$	5,036	\$	4,624	\$	6,375	-21%	\$	53,426	\$	44,944	\$	45,018	19%
Wagon Rides	\$	-	\$	643	\$	1,337	-	\$	-	\$	5,845	\$	7,204	-
Livestock/Produce	\$	1,972	\$	1,250	\$	1,558	27%	\$	32,332	\$	11,929	\$	11,825	173%
FARM TOTAL	\$	7,008	\$	6,517	\$	9,270	-24%	\$	85,758	\$	62,718	\$	64,047	34%
Stony Creek	\$	3,023	\$	3,260	\$	3,532	-14%	\$	12,466	\$	15,624	\$	16,353	-24%
Eastern Mobile Center	\$	1,250	\$	1,500	\$	717	74%	\$	7,638	\$	11,813	\$	5,124	49%
Indian Springs	\$	5,693	\$	6,808	\$	7,881	-28%	\$	16,418	\$	18,960	\$	20,945	-22%
Kens NC	\$	4,095	\$	3,835	\$	3,834	7%	\$	20,633	\$	16,612	\$	17,404	19%
Kens Farm	\$	5,772	\$	6,356	\$	5,914	-2%	\$	38,668	\$	46,206	\$	39,841	-3%
Wagon Rides	\$	2,127	\$	2,172	\$	2,059	3%	\$	8,738	\$	10,287	\$	14,849	-41%
Livestock/Produce	\$	125	\$	60	\$	144	-13%	\$	2,008	\$	1,664	\$	5,372	-63%
FARM TOTAL	\$	8,024	\$	8,588	\$	8,118	-1%	\$	49,414	\$	58,156	\$	60,062	-18%
Western Mobile Center	\$	450	\$	688	\$	588	-23%	\$	12,931	\$	10,825	\$	11,850	9%
Hudson Mills	\$	855	\$	984	\$	1,796	-52%	\$	9,749	\$	8,850	\$	8,772	11%
Oakwoods	\$	2,826	\$	4,300	\$	4,101	-31%	\$	14,320	\$	11,037	\$	10,960	31%
Lake Erie	\$	1,914	\$	1,460	\$	1,334	43%	\$	5,786	\$	6,418	\$	7,521	-23%
Southern Mobile Center	\$	1,100	\$	3,750	\$	1,275	-14%	\$	7,400	\$	15,759	\$	6,688	11%
Totals	\$	41,061	\$	48,958	\$	50,971	-19%	\$	262,084	\$	264,006	\$	258,927	1%

		ON-SITE Programs	s and Attendance		OFF-SITE Programs and Attendance							
BREAKDOWN OF ATTENDANCE	CURREN	IT YEAR	PREVIOL	JS YEAR	CURREN	T YEAR	PREVIOUS YEAR					
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance				
Lake St Clair	149	2,937	169	4,574	4	200	4	124				
Wolcott Mill	3	58	8	321	-	-	-	-				
Wolcott Farm	39	1,594	40	2,550	-	-	-	-				
Stony Creek	28	779	34	846	-	-	-	-				
Eastern Mobile Center					28	1,066	37	2,015				
Indian Springs	29	1,989	47	2,582	-	-	-	-				
Kens NC	38	749	52	2,695	-	-	-	-				
Kens Farm	112	1,723	181	4,757	-	-	-	-				
Western Mobile Center					14	1,054	20	588				
Hudson Mills	16	378	13	321	4	143	2	86				
Oakwoods	50	928	60	1,017	5	532	1	40				
Lake Erie	60	1,013	51	1,227	1	14	-	-				
Southern Mobile Center					37	2,009	30	1,363				
Totals	524	12,148	655	20,890	93	5,018	94	4,216				
BREAKDOWN OF ATTENDANCE	OTHER V (Non-pro											
	Current	Previous		"ON-SITE" - Statis		. •	to the public and					
Lake St Clair	22,595	18,328		programs offered t	o school and scou	t groups.						
Wolcott Mill	950	2,538										
Wolcott Farm	1,483	3,969		"OFF-SITE" - Stati	stics includes outro	each programs at s	schools, special					

17,350

6,339

18,495

27,120

16,411

129,921

3,500 15,871

18,790

6,570

30,312

29,946

3,500

14,388

14,190

142,724

Stony Creek

Indian Springs

Kens NC

Hudson Mills

Oakwoods

Lake Erie

Kens Farm

Totals

"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.