

**Agenda**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**February 9, 2023**  
**12:30 p.m.**

Administrative Office and via Zoom (for the public)

<https://us02web.zoom.us/j/85739678043?pwd=Vk4vcVoydjFabE9WWW5DcEJVam5BUT09>

Meeting ID: 857 3967 8043 / Passcode: 635122

Dial by your location: +1 646-931-3860 (US) / +1 301-715-8592 (Washington, D.C)

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1. Call to Order
2. Chairman's Statement
3. Public Participation
4. Approval – January 12, 2023 public hearing and regular meeting minutes
5. Approval - February 9, 2023 Full Agenda
6. **Approval – Consent Agenda**
  - A. Approval-Trail Maintenance Agreement Extension with Washtenaw County Parks and Recreation Commission **pg. 1**
  - B. Report – December Major Maintenance **pg. 9**
  - C. Report – December Capital Project Fund **pg. 13**
  - D. Approval – Major Media Buys **pg. 16**
  - E. Bids – Mulch Replacement Project **pg. 19**
  - F. Purchases
    1. Report - Purchases over \$10,000 **pg. 20**
    2. Total Spend and Vendor Location **pg. 21**
  - G. **Department Updates**
    1. Report – Natural Resources Update **pg. 23**
    2. Report – Marketing Update **pg. 30**
    3. Report – Planning and Development Update **pg. 36**
    4. Report – Interpretive Services Update **pg. 56**
    5. Report – DEI Update **pg. 64**

**Regular Agenda**

7. **Reports**
  - A. **Administrative Department**
    1. Approval – Washtenaw County Parks Title IX Plaza Presentation **pg. 68**
    2. Report – Cross Departmental Data Review **pg. 69**
    3. Approval – Fireworks Displays **pg. 70**
    4. Closed Session for Director Performance Review

## **B. Financial Department**

1. Report-2022 Year End Report **pg. 71**
2. Approval - IRS Voluntary Correction Program **pg. 143**

## **C. Planning and Development**

1. Approval – Carbon Reduction Program Application – Electrification of Metroparks Fleet **pg. 477**
2. Approval – Maintenance and Development of the Shelden Trails **pg.479**
3. Approval – Indian Springs Playground Development **pg. 490**

## **D. Engineering Department**

1. Approval – Quote – Lower Huron Pump and Motor repair **pg. 491**
2. Approval – Quote – Stony Creek Eastwood Beach Boiler Replacement **pg. 493**
3. Approval – Quote – Capital Item – Electrical Design Services Indian Springs Cart Storage Conversion **pg. 494**
4. Approval – Design Services Stony Creek Boat Launch Seawall **pg. 519**

## **E. Natural Resources**

1. Approval – Prescribed Burns **pg. 553**
2. Approval – GEI Oakland County Cooperative Shoreline Restoration **pg. 555**

8. Leadership Update

9. Other Business

10. Public Participation

11. Commissioner Comments

12. Motion to Adjourn

The next regular Metroparks Board meeting will take place  
**Thursday, March 9, 2023 – 12:30 p.m.**  
Administration Office – Board Room

**Minutes  
PUBLIC HEARING  
2023-2027 Community Recreation Plan  
Board of Commissioners Huron-Clinton Metropolitan Authority  
Thursday, January 12, 2023 at 12:30pm**

A Public Hearing for the 2023-2027 Community Recreation Plan for the Huron-Clinton Metropolitan Authority's Board of Commissioners was held on Thursday, January 12, 2023 at 12:30 at the Administrative Office and via Zoom for public participation.

Commissioners Present:	Jaye Quadrozzi Bill Bolin John Paul Rea Tiffany Taylor Robert W. Marans Stephen Pontoni
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Staff Officers Present:	
Director	Amy McMillan
Deputy Director	Michael Lyons
Chief of Finance	Shedreka Miller

Absent:	Bernard Parker
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Others:	
Miller, Canfield, Paddock & Stone	Steve Mann

**1. Chairperson's Statement**

None.

**2. 2023-2027 Community Recreation Plan Review – Sarah Plumer**

Chief of Planning and Development, Sarah Plumer reviewed the process involved in developing the Community Recreation Plan and the efforts behind the final document. Ms. Plumer provided background on the public input process and explained that the public comment period and the availability of the draft plan for comment was distributed through social media posts and email blasts. Ms. Plumer explained that the public hearing was properly advertised in the Detroit News and Detroit Free Press.

Ms. Plumer explained that the public comments received were helpful and many were consistent with the results of the survey conducted before the drafting of the plan.

Commissioner Marans inquired about the availability of comments made by county, Ms. Plumer explained that information will be included in the public input summary.

**3. Public Participation**

No comments received at the meeting.

**4. Motion to Close the Public Hearing**

Motion by Commissioner Rea support from Commissioner Marans, that the Board of Commissioners close the public hearing.

Motion carried unanimously.



**Minutes**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commissioners**  
**Thursday, January 12, 2023**

A regular meeting of the Huron-Clinton Metropolitan Authority’s Board of Commissioners was held on Thursday, January 12, 2023 at the Administrative Office and via Zoom for public participation.

Commissioners Present:	Jaye Quadrozzi Bill Bolin John Paul Rea Tiffany Taylor Robert W. Marans Stephen Pontoni
Staff Officers Present:	
Director	Amy McMillan
Deputy Director	Michael Lyons
Chief of Finance	Shedreka Miller
Others:	
Miller, Canfield, Paddock & Stone	Steve Mann

**1. Call to Order**

Commissioner Quadrozzi called the meeting to order at 12:37 p.m.

**2. Chairperson’s Statement**

None.

**3. Public Participation**

None

**4. Approval – December 8, 2022, Regular Minutes**

Motion by Commissioner Taylor, support from Commissioner Pontoni, that the Board of Commissioners approve the meeting minutes as submitted. 39.25

Motion carried unanimously.

**5. Approval – January 12, 2023, Full Agenda**

Motion by Commissioner Pontoni, support from Commissioner Rea, that the Board of Commissioners approve the January 12, 2023 full agenda. 39.39

Motion carried unanimously.

**6. Approval – January 12, 2023 Consent Agenda**

Motion by Commissioner Rea, support from Commissioner Taylor, that the Board of Commissioners approve the January 12, 2023 consent agenda as presented.

Motion carried unanimously.

## **Regular Agenda**

### **7. Reports**

#### **A. Administrative Department**

##### **1. Report – 2022 Overview, District Park Superintendents**

Motion by Commissioner Marans, support from Commissioner Rea that the Board of Commissioners receive and file the reports.

*Discussion:* Park District Superintendents, Jeff Linn, Gary Hopp and Jim O’Brien presented information on their district for the past year.

Commissioner Quadrozzi asked about the growing popularity of Golf and trends the parks are seeing. Each district has seen growth in usage of courses and does not see this trend declining anytime soon.

##### **2. Approval - 2023 Marketing Plan**

Motion by Commissioner Rea, support from Commissioner Marans that the Board of Commissioners approve the 2023 Marketing Plan.

*Discussion:* Chief of Marketing & Communications, Danielle Mauter presented 2023 Marketing Plan & Strategies.

Commissioner Marans asked if the data was broken down by geographic areas, and by age group. Ms. Mauter explained that the data is available and each program has a different target audience.

Commissioner Rea thanked Danielle for all the information and how it is interesting to see the reach of our brand recognition and using social media will highlight user engagement and how we can target specific audiences and tap into trends.

Motion carried unanimously.

##### **3. Report – 2022 Annual Volunteer Services Update**

Motion by Commissioner Marans, Support from Commissioner Taylor that the Board of Commissioners receive and file the update.

*Discussion:* Chief of Marketing & Communications, Danielle Mauter provided an update on 2022 Volunteer Services.

**4. Approval/Resolution – 2023-2027 Community Recreation Plan**

Motion by Commissioner Rea, support from Commissioner Taylor that the Board of Commissioners approve the resolution to adopt the 2023-2027 Community Recreation Plan as presented.

Motion carried unanimously.

**5. Approval – Library Partners Agreement**

Motion by Commissioner Marans, support from Commissioner Rea that the Board of Commissioners approve the Library Partners agreement.

Motion carried unanimously.

*Discussion:* Director Amy McMillan provided a brief summary of the agreement.

**6. Approval – T-Mobile Agreement for Library Hot Spots**

Motion by Commissioner Marans, support from Commissioner Rea that the Board of Commissioners approve the T-Mobile Library Hot Spot agreement.

Motion carried unanimously.

*Discussion:* Director Amy McMillan provided a brief summary of the agreement.

**7. Approval – Security Camera Project Policy**

Motion by Commissioner Rea, support from Commissioner Taylor that the Board of Commissioners approve the Security Camera Project Policy.

Motion carried unanimously.

**8. Approval – Concert Promoter**

Motion by Commissioner Marans, support from Commissioner Rea that the Board of Commissioners approve the selection of a concert promoter.

*Discussion:* Deputy Director Mike Lyons provided an overview of the selected concert provider the selection process.

Motion carried unanimously.

**B. Department Updates**

Motion by Commissioner Rea, support from Commissioner Marans that the Board of Commissioners receive and file Department Update Reports from Natural Resources, Planning & Development and Interpretive Services.

Motion carried unanimously.

- 1. Report – Natural Resources Update**
- 2. Report – Planning and Development Update**
- 3. Report – Interpretive Services Update**
- 4. Report – DEI Update**

Motion by Commissioner Marans, support from Commissioner Taylor, that the Board of Commissioners receive and file the monthly DEI Update.

*Discussion:* Chief of Diversity, Equity and Inclusion Artina Carter announced the MLK 101 Series, a partnership with Howell Library and Livingston County.

Motion carried unanimously.

#### **C. Natural Resources**

- 1. Approval – Invasive Shrub Control/Native Tree Planting**

Motion by Commissioner Rea, support from Commissioner Taylor, that the Board of Commissioners approve Invasive Shrub Control/Native Tree Planting.

*Discussion:* Chief of Natural Resources, Tyler Mitchell provided a review of the Emerald Ashborer, an invasive species and the project goals.

Commissioner Rea mentioned Macomb County will also be utilizing the same funds and offered assistance or coordination if needed.

Motion carried unanimously.

#### **D. Engineering Services**

- 1. Bids – Boat Launch Building Communication Line, Stony Creek**

Motion by Commissioner Pontoni, support from Commissioner Marans, that the Board of Commissioners approve the bid for the Boat Launch Building Communication line at Stony Creek.

*Discussion:* Chief of Engineering, Mike Henkel provided an overview of the bid.

Motion carried unanimously.

- 2. Bids – Boardwalk Deck Replacement Phase 2, Lake St. Clair**

Motion by Commissioner Bolin, support from Commissioner Marans, that the Board of Commissioners approve the Boardwalk Deck Replacement Phase 2 bid at Lake St. Clair.

Discussion: Chief of Engineering, Mike Henkel provided an overview of the bid.

Motion carried unanimously.

**9. Leadership Update**

Director McMillan thanked the Board and the Superintendents for taking time to go through district reports. Director McMillan also asked the Board to please take time to read through the Interpretive Services report because it includes a lot of valuable and interesting information. Commissioner Marans expressed his gratitude for the testimonials included in the report.

Director McMillan mentioned that after sending out an update on the Board's support of the investment of the water garden at Ralph C. Wilson Centennial Park in Detroit, over 50 media outlets have reported on the initiative.

**10. Other Business**

None.

**11. Public Participation**

None.

**12. Commissioner Comments**

**13. Motion to Adjourn**

Motion by Commissioner Marans, support from Commissioner Taylor, that the Board of Commissioners adjourn the regular meeting.

The meeting adjourned at 2:08 p.m.

Respectfully submitted,

Amy McMillan  
Director



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Mike Lyons, Deputy Director  
Project Title: Approval –Trail Maintenance Agreement Extension with Washtenaw County  
Parks and Recreation Commission  
Location: Administration  
Date: February 9th, 2023

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the Trail Maintenance Agreement with the Washtenaw County Parks and Recreation Commission for grass cutting, sweeping, garbage pick-up, removal of tree limbs/debris from the trail and minor repairs per agreement. The Trail is in and is contiguous to Dexter-Huron Metropark. The Trail Maintenance Agreement will be for one-year February 9th, 2023, through December 31<sup>st</sup>, 2023. The Agreement can be extended for two additional two-year periods with mutual written consent.

### **Background:**

The Trail Maintenance Agreement between the Metroparks and the Washtenaw County Parks and Recreation Commission has been in effect since 2011. The parties agree that when maintenance work is performed on HCMA property, the cost share will be one-half for the WCPARC and one-half for HCMA. If the work is performed on non-HCMA property, the WCPARC shall pay the full cost of the work. The WCPARC will reimburse the Authority for the services listed in the agreement against the Authority's invoice for each year of the Agreement. Winter snow removal is not a task covered by this agreement and will not be carried out by the HCMA under this agreement.

### **Attachments: Trail Maintenance Agreement**

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

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**THIS AGREEMENT**, made and entered into this 9<sup>th</sup> day of February, 2023 by and between **WASHTENAW COUNTY**, a municipal corporation, by the **WASHTENAW COUNTY PARKS AND RECREATION COMMISSION**, whose address is 2230 Platt Road, Ann Arbor, MI 48104 (known as the "WCPARC"), and the **HURON-CLINTON METROPOLITAN AUTHORITY**, a Michigan public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan, 1939, as amended, whose address is 13000 High Ridge Drive, Brighton, Michigan, 48114 ("**HCMA**").

**WHEREAS**, the WCPARC and HCMA have entered into agreements entitled the "River Terrace Trail Development, Repair and Maintenance Agreement" (the "Agreement"), dated November 14, 2011; and "River Terrace Trail Development, Repair, and Maintenance Agreement, Phase 2" (the "Agreement"), dated October 26, 2018; the boundaries of which are outlined in "Exhibit A"; and

**WHEREAS**, the WCPARC is the owner of a non-motorized trail located in HCMA's Dexter-Huron Metropark, Washtenaw County, Michigan, referred to as the "River Terrace Trail" in the Agreement (the "Trail"); and

**WHEREAS**, HCMA owns, operates and maintains Dexter-Huron Metropark (the "Metropark") which is contiguous to and includes sections of the Trail; and

**WHEREAS**, the Agreement contemplates the negotiation of a separate Trail Maintenance and Repair Contract ("Contract") by the HCMA and the WCPARC, and HCMA is adequately staffed and equipped to provide trail maintenance and repair services, and is willing to do so upon certain conditions;

**NOW, THEREFORE**, the parties hereto agree as follows. The services provided by the HCMA shall be in accordance with standards applied throughout Dexter-Huron Metropark.

1. During the term of this contract, HCMA agrees to provide the following maintenance services (the "Services") on the path:
  - a. Grass cutting on the trail margins. (Limited to April 1<sup>st</sup> through October 31<sup>st</sup>)
  - b. Blowing/brooming of the trail. (Limited to April 1<sup>st</sup> through leaf drop)
  - c. Weekly garbage pick-up. (Limited to April 1<sup>st</sup> through October 31<sup>st</sup>)
  - d. Removal of tree limbs, blockages and debris from the trail. (Year-round)
  - e. Other minor maintenance and repair including pavement marking, crack filling, asphalt patching, shoulder repairs and minor repairs to trail structures such as boardwalks.
    - i. When minor repairs on HCMA owned land are estimated to exceed \$5,000, HCMA will notify and consult with the WCPARC before proceeding with repairs.
    - ii. When minor repairs are needed on land that is not owned by HCMA, and is estimated to exceed \$2,500, HCMA will notify and consult with the WCPARC before proceeding with repairs.

**Note:** The performance of winter grooming is not a task covered by this agreement and will not be carried out by HCMA staff under this agreement.

2. WCPARC agrees to maintain the insurance coverages described below and to indemnify and hold harmless HCMA, its Commissioners, officers, officials, agents, volunteers and employees against any and all claims, suits, losses (including attorneys' fees), damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with performance of the Services or otherwise in connection with performance of the Services or otherwise in connection with this Contract for the entire calendar year. WCPARC shall procure at its own expense Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the WCPARC and HCMA, its Commissioners, officers, agents and employees from any claims for damage to property and for personal injuries which may arise in connection with performance of the Services or otherwise in connection with this Contract.

A Certificate or Certificates of Insurance describing the coverages required hereunder must be furnished to HCMA by the WCPARC showing all premiums paid prior to the provision of any Services by HCMA. The Certificate of Insurance must name HCMA as an "Addition Insured" in relation to the maintenance of the Trail. The insurance policy or policies that contain an endorsement providing for furnishing HCMA thirty (30) days' written notice prior to any material change, termination or cancellation of the insurance policy or policies.

WCPARC shall provide Comprehensive General Liability insurance with the following limits of liability:

<i>Bodily Injury Liability</i>	<i>\$1,000,000 each occurrence</i> <i>\$1,000 000 aggregate</i>
<i>Property Damage Liability</i>	<i>\$100,000 each occurrence</i> <i>\$100,000 aggregate</i>

The Broad Form Contractual Insurance shall provide coverage in the amount of \$1,000,000.

It is expressly understood and agreed by and between the parties that the liability of the WCPARC hereunder shall not be limited to the aforementioned insurance coverage.

3. This Contract shall become effective upon execution by the duly authorized agents of the parties, and shall remain in effect from February 9th , 2023 through December 31, 2023 unless and until thirty (30) days after either party shall notify the other party in writing of its election to terminate.



Upon expiration of the term of this Agreement, this agreement may be renewed for two additional two (2) year periods by the parties with mutual agreement.

- 4. It is further agreed that the WCPARC will reimburse HCMA for the services at the rates listed below against the Authority's invoice annually for actual hours worked between January 1<sup>st</sup> and December 31<sup>st</sup> beginning in January 2023 and ending December 2023. HCMA will provide WCPARC with an annual summary of work performed and total hours.

If WCPARC and HCMA mutually agree to extend the contract beyond 2023, then wage rates will be based on the newly established HCMA pay rate scale.

The fees are based on the following rates:

- a. Labor Wages (per hour worked)

	<b>2023</b>
<i>Full-time Maintenance.....</i>	\$63.90
<i>Part-time / Seasonal Maintenance ...</i>	\$20.35
<i>Full-time Police .....</i>	\$66.10
<i>Part-time Police .....</i>	\$30.12
<i>Public Safety Attendant .....</i>	\$13.12

- b. Equipment rates at \$200 per day used
- c. Material, supplies or contract services at best available prices

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

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

**Huron-Clinton Metropolitan Authority**

**Washtenaw County Parks & Recreation Commission**

By: \_\_\_\_\_  
Jaye Quadrozzi, Chair

By: \_\_\_\_\_  
Coy P. Vaughn, Director

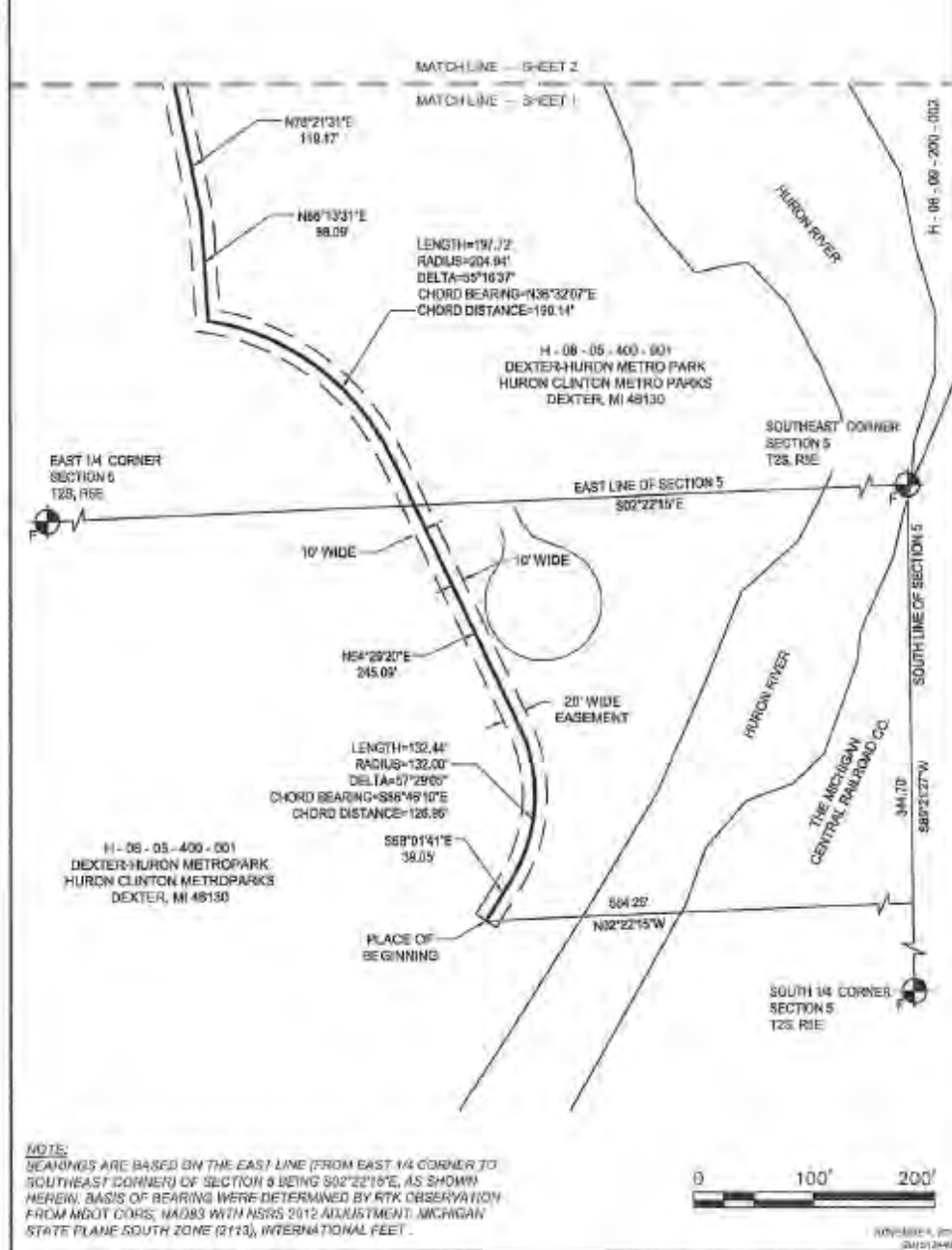
By: \_\_\_\_\_  
John Paul Rea, Secretary

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

By: \_\_\_\_\_  
Amy McMillan, Director

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

# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A

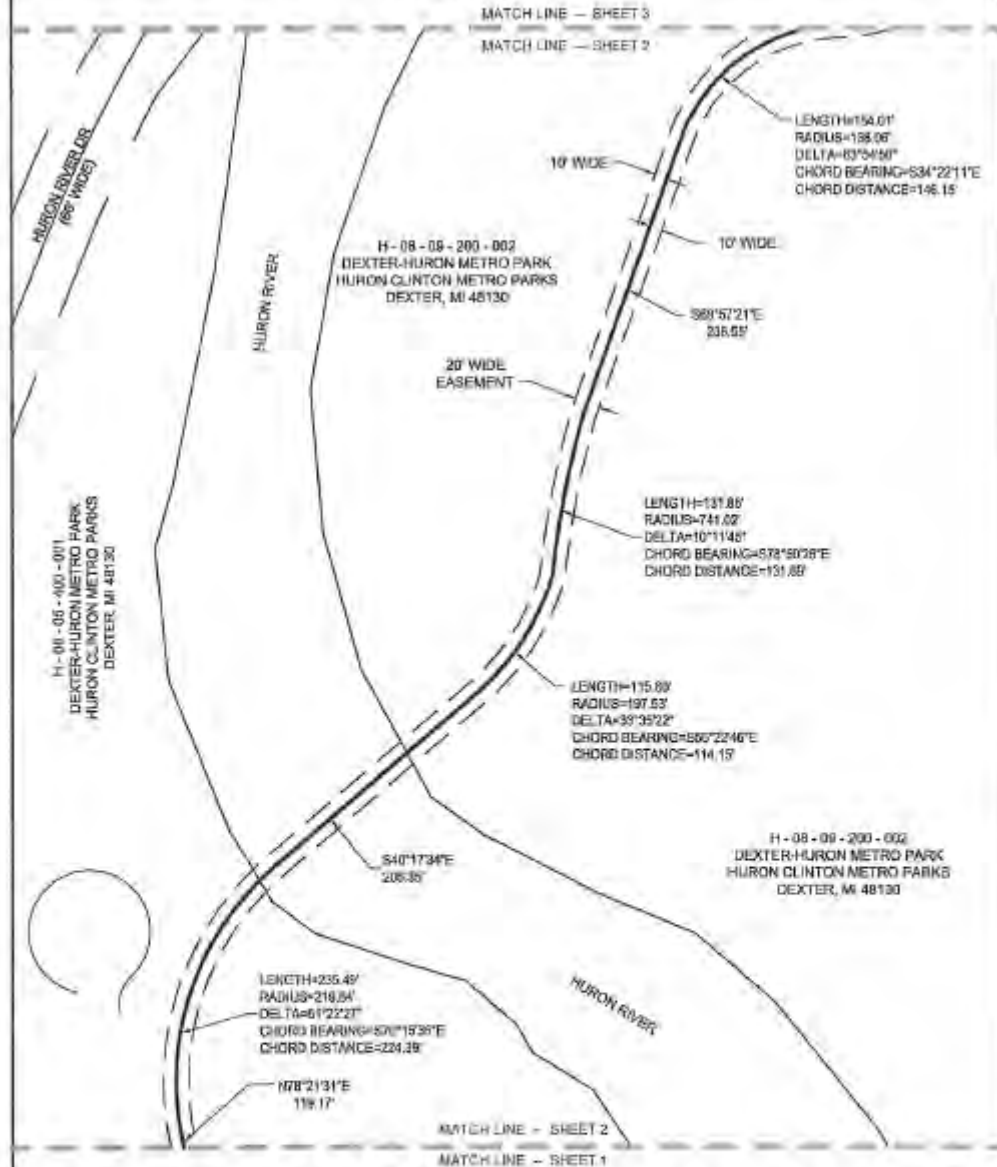


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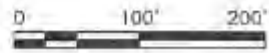


Client: WASHINGTON COUNTY PARKS & RECREATION, 528, D-2 PH, HURON-CLINTON METROPARK  
Project: SHEET 1 OF 4  
Title: PUBLIC SHARED USE PATH EASEMENT

# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A



**NOTE:**  
BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO  
SOUTHEAST CORNER) OF SECTION 8 BEING S02°22'15"E, AS SHOWN  
HEREIN. BASIS OF BEARINGS WERE DETERMINED BY RTK OBSERVATION  
FROM MDCIT CORRS. 164083 WITH NSRS 2012 ADJUSTMENT, MICHIGAN  
STATE PLANE SOUTH ZONE (2113), (INTERNATIONAL FEET)



NOVEMBER 2011  
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*Paul C. ...*

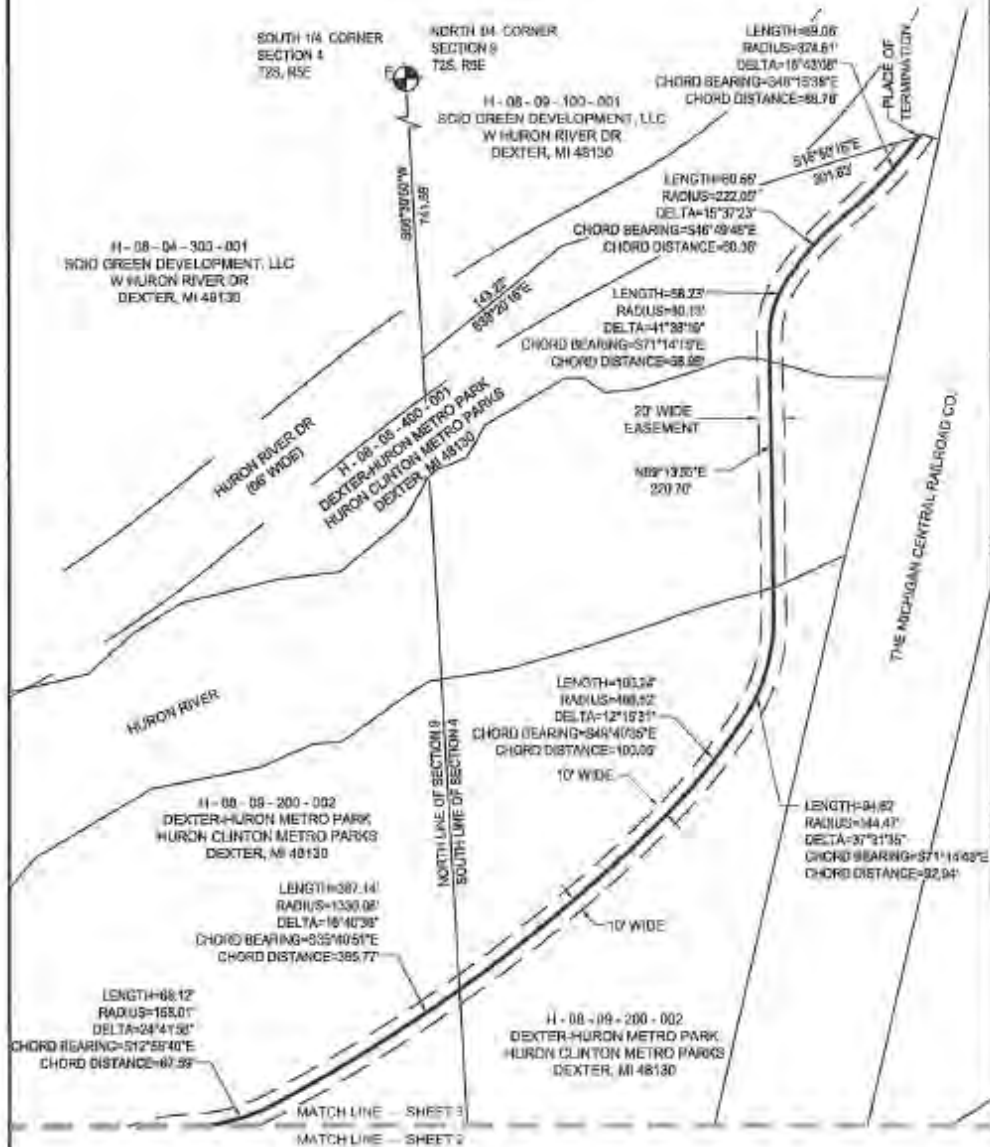


Client/Agency  
WASHTENAW COUNTY PARKS &  
RECREATION, R2B, D-2 PH1  
HURON-CLINTON METROPARKS

Plan No.  
**SHEET 2 OF 4**

Title  
**PUBLIC SHARED USE  
PATH EASEMENT**

# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A



**NOTE:**  
BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO SOUTHEAST CORNER) OF SECTION 8 BEING S62°22'15"E, AS SHOWN HEREIN. BASIS OF BEARING WERE DETERMINED BY RTK OBSERVATION FROM MDDT CORS, NAD83 WITH NSRS 2012 ADJUSTMENT, MICHIGAN STATE PLANE SOUTH ZONE (2112), INTERNATIONAL FEET.



NOVEMBER 2017  
3:00 PM

**Stantec**  
3754 Ranchero Dr.  
Ann Arbor, MI 48106  
www.stantec.com  
Phone: 734.761.1010  
Fax: 734.761.1200

*Paul C. Egan*



Client: WAGENAW COUNTY PARKS & RECREATION, 62B, D-2 PH, HURON-CLINTON METROPARKS  
Project: SHEET 3 OF 4  
Type: PUBLIC SHARED USE PATH EASEMENT

# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A

20' WIDE PATH EASEMENT FOR PUBLIC SHARED USE, LOCATED IN SOUTHEAST 1/4 OF SECTION 5, SOUTHWEST 1/4 OF SECTION 4 AND NORTHWEST OF SECTION 9, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

TAX DESCRIPTIONS OF GRANTOR'S LAND (PER TAX RECORDS)

PARCEL ID: H-08-05-000-001, OWNER: HURON CLINTON METROPARK. LAND LYING IN SECS 4 & 5, SCIO TWP DESCR AS THAT PART OF THE E 1/2 OF E 1/2 OF SEC 5 AND W 1/2 OF SW 1/4 OF SEC 4 LYING N OF THE HURON RIVER AND S OF W HURON RIVER DRIVE, PT SECS 4 & 5, T2S-R5E, 43.22 AC.

PARCEL ID: H-08-09-200-002, OWNER: HURON CLINTON METROPARK. LAND IN THE SW 1/4 SEC 4 AND NW 1/4 SEC 9, BOUNDED ON N & E BY THE HURON RIVER, ON S BY THE MICHIGAN CENTRAL RAILROAD CO RIGHT-OF-WAY W BY THE MICHIGAN CENTRAL RAILROAD PUMP HOUSE PARCEL, E BY THE MICHIGAN CENTRAL RAILROAD BRIDGE SECS 9 & 4 T2S R5E 17.83 AC.

EASEMENT AREA:

A 20 FOOT WIDE PATH EASEMENT FOR PUBLIC SHARED USE OVER AND ACROSS GRANTOR'S LAND, 10 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED BELOW, EXCEPTING ANY ARFA THAT IS OUTSIDE OF GRANTOR'S LAND OR WITHIN ANY ROAD RIGHT-OF-WAY:

Commencing at the Southeast corner of Section 5, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S89°21'27"W 344.70 feet along the South line of Section 5; thence parallel with the East line of said Section 5, N02°22'15"W 564.76 feet for a PLACE OF BEGINNING; thence S58°01'41"E 39.05 feet; thence 132.44 feet along the arc of a 132.00 foot radius non-tangential circular curve to the left, through a central angle of 57°29'09" and having a chord which bears S86°46'10"E 126.95 feet; thence N64°29'20"E 245.08 feet; thence 197.72 feet along the arc of a 204.94 foot radius non-tangential circular curve to the left, through a central angle of 55°16'37" and having a chord which bears N36°32'07"E 190.14 feet; thence N85°13'31"E 88.09 feet; thence N78°21'31"E 119.17 feet; thence 235.49 feet along the arc of a 219.84 foot radius non-tangential circular curve to the right, through a central angle of 51°22'27" and having a chord which bears S70°15'36"E 224.39 feet; thence S40°17'34"E 206.35 feet; thence 115.80 feet along the arc of a 197.53 foot radius non-tangential circular curve to the left, through a central angle of 35°35'22" and having a chord which bears S56°22'46"E 114.15 feet; thence 131.86 feet along the arc of a 741.02 foot radius non-tangential reverse circular curve to the right, through a central angle of 10°11'45" and having a chord which bears S78°50'26"E 131.69 feet; thence S69°57'21"E 236.55 feet; thence 154.01 feet along the arc of a 138.08 foot radius non-tangential circular curve to the right, through a central angle of 63°54'58" and having a chord which bears S34°22'14"E 146.15 feet; thence 68.32 feet along the arc of a 158.01 foot radius non-tangential reverse curve to the left, through a central angle of 24°41'58" and having a chord which bears S12°58'40"E 67.59 feet; thence 387.14 feet along the arc of a 1330.08 foot radius non-tangential compound circular curve to the left, through a central angle of 16°40'36" and having a chord which bears S35°40'51"E 385.77 feet; thence 100.24 feet along the arc of a 488.52 foot radius non-tangential compound circular curve to the left, through a central angle of 12°15'31" and having a chord which bears S49°40'35"E 100.05 feet; thence 94.62 feet along the arc of a 144.47 foot radius non-tangential compound circular curve to the left, through a central angle of 37°31'33" and having a chord which bears S71°14'48"E 92.94 feet; thence N89°13'55"E 220.79 feet; thence 58.23 feet along the arc of a 80.13 foot radius non-tangential circular curve to the right, through a central angle of 41°38'19" and having a chord which bears S71°14'15"E 56.98 feet; thence 60.55 feet along the arc of a 222.05 foot radius non-tangential compound circular curve to the right, through a central angle of 15°37'23" and having a chord which bears S46°49'48"E 60.36 feet; thence 89.06 feet along the arc of a 324.61 foot radius non-tangential reverse circular curve to the left, through a central angle of 15°42'10" and having a chord which bears S46°15'38"E 88.78 feet to the Place of Termination and containing 1.367 acres (59,539 square feet), more or less, said Place of Termination bears the following three courses from the North 1/4 corner of Section 9, also being the South 1/4 corner of Section 4, T2S, R5E, Scio Township, Washtenaw County, Michigan: 1) S86°39'50"W 741.69 feet along the North line of said Section 9, 2) S38°20'16"E 145.22 feet and 3) S16°50'16"E 301.63 feet.

**NOTE:**  
BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO SOUTHEAST CORNER) OF SECTION 5 BEING S02°22'15"E, AS SHOWN HEREIN. BASIS OF BEARINGS WERE DETERMINED BY TYPICAL OBSERVATION FROM MDOT CORRS, NAD83 WITH NSRS 2012 ADJUSTMENT, MICHIGAN STATE PLANE SOUTH ZONE (2113), INTERNATIONAL FEET.

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**Stantec**

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*Pat C. Egan*



Case/Project:

WASHTENAW COUNTY PARKS & RECREATION, B2R Q-3 PHH HURON-CLINTON METROPARKS

Plan No.:

SHEET 4 OF 4

PUBLIC SHARED USE  
PATH EASEMENT



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Shedreka Miller, Chief of Finance  
Subject: Report – Monthly Major Maintenance Project  
Date: February 2, 2023

**Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file the Major Maintenance report as submitted by Shedreka Miller and staff.

**Background:** The Metroparks track the costs associated with periodic or infrequent repairs or maintenance that do not meet the criteria for capitalization in a function of our chart of accounts known as major maintenance. We utilize a project accounting system to budget, record and report these costs. To provide the Board of Commissioners and the broader public with improved information surrounding major maintenance projects we have developed a monthly Major Maintenance Status Report.

This report is modeled after the revised Capital Project Fund report that was shared at the April Board of Commissioners meeting. The format includes the location, project title from the budget document, a brief description of the work, the original budget funding, the current amended budget, year-to-date transactions, life-to-date transactions, life-to-date encumbrance balance, the remaining budget and the project status.

Most major maintenance repairs are completed within one year. Occasionally projects require additional time to complete.

At of the end of 2022, twenty-three of the sixty-four projects were completed. The remaining projects were carried over, rebudgeted or cancelled. During 2022, there has been a lot of work contracted or completed and year-to-date expenses are 30.71% of the total budget.

**Attachment: December 2022 Major Maintenance Status Report**

**Major Maintenance Status Report**

**12/31/2022**

Location	Project Title	Project Description	Original Budget Funding	Amended Budget	Year to Date Transactions	Life to Date Transactions	Life to Date Encumbrance	Remaining Budget	Project Status
Administrative Office	Interior/Exterior Door Replacement	Replace Doors	-	17,957	17,957	17,957	0	0	Completed
Lake St Clair	North/South Marina Dock Electrical	Replace electrical conductors that feed the power to the pedestals for boaters at the North Marina rental slips. Current electrical has been damaged due to high water levels	150,000	15,993	468	15,993	0	0	Carry Over-In 2023 Budget
Lake St Clair	Pool Slide Pump Conduit & Conductor Replacement	Replace pump on pool slide	-	171,122	0	171,122	0	0	Completed
Lake St Clair	Fishing Pier Replacements	Donation Funded project	-	210,700	204,723	210,700	0	(0)	Completed
Lake St Clair	Beach Soil/Containment Removal	In excess of 50,000 cubic yards of seaweed and other debris have accumulated from beach cleaning	-	50,000	49,250	49,250	0	750	Completed
Lake St Clair	Boardwalk Re-Surface of Remaining 1,100 ft	Continuation of decking Replacement and Repairs	150,000	5,289	5,289	5,289	0	0	Carry Over
Lake St Clair	Stormwater Drainage Repairs on Culverts	Replacement of deteriorated culverts throughout the park	45,000	0	0	0	0	0	Carry Over-In 2023 Budget
Lake St Clair		Replacement of old deteriorated culverts-part of plan	26,191	0	0	0	0	0	Carry Over-In 2023 Budget
Kensington	Culvert Replacemet (CUL-LSC-002, 009, 029)								
Kensington	Dam Concrete Work	Fix concrete spalling	247,000	3,698	0	3,698	0	0	Carry Over-In 2023 Budget
Kensington	Restripe roadways/crosswalks parkwide, accessible parking	Replacement of faded pavement markings	25,000	5,729	5,729	5,729	24,543	(24,543)	Carry Over
Kensington	Repainting of Sprayzone towers and fence (at Martindale)	Painting of steel structures and fencing	100,000	92,722	4,122	4,122	88,600	0	Carry Over
Kensington	Island Road repairs	Roadway Edge and Surface Repairs	438,000	411,074	320,604	320,604	0	90,471	Completed
Kensington	Spring Hill Swing Set Replacement	Replacement of old play equipment	30,000	21,528	21,528	21,528	0	0	Completed
Kensington		Emergency repair of pump house control panels due to flooding	-	99,132	99,131	99,131	0	0	Completed
	Golf Course Pump Control Panels								
	Roadway Overbanding	Overbanding on Roadways throughout the park	-	19,840	19,840	19,840	0	0	Completed
	Service Yard Tile Field Replacement	Replace Tile at Service Yard	-	1,197	1,197	1,197	0	0	Project Cancelled
Kensington	Golf Course Cart Path Milling	Grind Cart Path	-	40,000	2,219	2,219	0	37,781	Carry Over
Kensington		Replace well that supplies water to irrigate golf course	-	22,580	0	0	22,580	0	Carry Over
	Golf Course Supplemental Irrigation Well								
Kensington	Trail Improvement - Martindale north to Shore Fishing	Replaces the existing failing asphalt surface on the bike trail	427,000	0	0	0	0	0	Carry Over-In 2023 Budget
Kensington	Shore Line Restoration (SLR-KEN-002/003)	Shoreline erosion mitigation	73,000	0	0	0	0	0	Closed
Kensington		Repairs to the steel on the existing seawall	30,000	0	0	0	0	0	Carry Over-In 2023 Budget
	Boat Launch Building & Seawall Repairs								
Kensington		Replacement of old deteriorated culverts	17,000	0	0	0	0	0	Carry Over-In 2023 Budget
Lower Huron	Replace culverts (CUL-Ken-041,85,89)								
Lower Huron	Replacement of Starter Tub-Turtle Cove	Replacement of the starting tub for the Turtle Cove green tube slide. Located at the top of the slide tower, crane needed to assist in replacement.	-	65,181	55,752	65,181	0	0	Completed
Lower Huron	Woods Creek Restroom Furnace	Install furnace in restroom closest to new Playground	-	11,265	11,265	11,265	0	0	Completed
Lower Huron	Turtle Cove UV Light Replacement	Replacement of ultraviolet disinfection for pool	25,000	14,299	0	0	14,299	0	Carry Over
Lower Huron	Turtle Cove - Marcite Annual Repairs	General annual surface repairs	15,000	0	0	0	0	0	Project Cancelled
Lower Huron	Turtle Cove Splash Pad Resurfacing	Splash area concrete surface coating	30,000	19,750	19,750	19,750	0	0	Completed
Lower Huron	Rebudget - Turtle Cove VFD Panels Replacement	Control panel variable speed drive controller replacements	35,000	33,547	33,547	33,547	0	(0)	Completed





Indian Springs	Dome Polishing & Seal Replacement. Carpet Replacement	Polishing and resealing of the interior and exterior surface of the underwater dome	-	271,873	2,354	265,728	(1,920)	8,066 Complete
Indian Springs	Steel Beam Repair	Steel Beem at Repair at Golf Course	-	11,700	11,700	11,700	0	0 Complete
Indian Springs	Replace Irrigation Head control system at Golf Course	Replacement of irrigation head control system	85,000	105,537	0	0	105,537	0 Carry Over
Indian Springs	Storage Building Asbestos Abatement	Storage Building Asbestos Abatement	0	15,500	11,975	11,975	0	3,525 Completed
Indian Springs			16,000	0	0	0	0	0 Carry Over-In 2023 Budget
Huron Meadows	Replace Culverts (CUL-IND-22,29,34)	Repalce deteriorated culverts						
	Golf Starter Building Roof Replacement	Replacement of the existing shingle roof on the starter building	75,000	113,664	4,513	30,089	83,270	305 Carry Over
			\$ 3,554,435	\$ 2,839,798	\$ 1,091,480	\$ 1,923,263	\$ 530,890	\$ 385,645

## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Shedreka Miller, Chief of Finance  
Subject: Report – Monthly Capital Project Fund  
Date: February 3, 2023

### **Action Requested: Motion to Receive and File**

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

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

The following columns of data are provided by project:

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

### **Project updates include:**

- A total of \$7.9 million was spent during 2022 towards completion of 62 capital projects throughout the Metroparks.
- Nine projects were completed in 2022. Some of the more significant were:
  - Shedden Trails Redevelopment at Stony Creek \$ 837,360
  - Kensington West Boat Launch Accessible Kayak Launch \$ 444,743
  - Lower Huron North Fishing Site Redevelopment \$ 290,799
  - Off Leash Dog Area at Stony Creek \$ 276,776
  - Turtle Cove Crosswalk Path \$ 117,036
- Contracts totaling \$2.9 million has been encumbered for 19 open projects.

**Attachment: December 2022 Capital Project Fund Update**

## December Capital Project Fund Report - Project Summary

Location	Original Project Title	Project Description	Amended Budget	Available Grant Funding	Project Status	Estimated Completion Year
		A natural shoreline project which will remove rip-rap, regrade slope and install native vegetation which will improved filtration of water entering the marsh and improve habitat as well as reducing erosion.			In Construction	2023
Lake St Clair	Black Creek Marsh Wetland Filtration Enhancement		301,066	160,000		
Lake St Clair	Accessible Kayak Launch & Power Installation		56,151		In Design	2023
Lake St Clair	Backup Internet Fiber Installation	Comcast installation of underground fiber network	40,000		Complete	2022
		Assessments, cost estimates, and project development for future projects to address electrical power infrastructure upgrades and repairs.			Currently finalizing alignment for phase I	2026
Lake St Clair	Electrical Grid Replacement		809,154		In Construction	2023
		Multi-year EGLE grant project through 2023. Plantings and bird deterrents installation to improve water quality funding includes follow up water quality monitoring.				
Lake St Clair	Beach Restoration		481,769	292,167		
		Accessible Kayak Launch - grant application has been made to Michigan Coastal Management Program.			In Construction	2023
Lake St Clair	Michigan Coastal Management Program-Accessible Launch		617,270	196,425		
Lake St Clair	Entrance/Office Road Reconstruction	Reconstruction of deteriorating Entrance Road, Office road	1,431,223		In Construction	2023
		Replace 70'-long wood structure damaged over past 3 years due to high water. Requires permits.			Budgeted	2023
Lake St Clair	Wood Bridge near Interpretive Center Replacement		62,413			
		Purchase new portable booth. Directional bore power to unit for RecTrac system.			In Construction	2023
Lake St Clair	Upgrade 4th Tollbooth		27,538		Completed	2022
		Michigan Natural Resources Trust Fund grant funded project to develop an accessible kayak launch and associated site amenities at West Boat Launch.				
Kensington	West Boat Launch - Accessible Kayak Launch		438,487	154,000		
		Pave 580 lf path from shelter to restrooms per the ADA Transition Plan.			Budgeted	2023
Kensington	Accessible Path from N Hickory Shelter to Restroom		66,273			
		Pave 950 lf path from shelter to restrooms and beach area per the ADA Transition Plan. Include concrete work needed for access mat across beach sand.			Budgeted	2023
Kensington	Accessible Path from S Martindale Shelter to Vault & Beach		85,954			
		Pave 250 lf path section along parking lot to connect shelter with beach area, food bar, and bathhouse.			Budgeted	2023
Kensington Dexter	Accessible Path from N Martindale Shelter to Beach Delhi Launch & Take Out Renovations		30,354 306,000	153,000	Budgeted Completed	2023 2022
		Land and Water Conservation Fund grant funded project to improve accessibility and site amenities at the Walnut Grove Campground.				
Lower Huron	North Fishing Site Redevelopment		297,399	144,400		
Lower Huron	Backup Internet Fiber Installation	Comcast installation of underground fiber network	185,362		In Construction	2023
		Toll Booth replacement on existing pedestal at Oakwoods and Lower Huron - Beemis Road entrance.			In Construction	2023
Lower Huron	Toll Booth Replacement and Paving		32,382			
		Construction of a path and crosswalk from the Foxwoods parking lot to Turtle Cove			Completed	2022
Lower Huron	Turtle Cove Crosswalk Path		102,770			
		Michigan Natural Resources Trust Fund grant funded project to extend the Iron Bell trail from its current terminus to the north park entrance (Huron River Drive)			In Construction	2023
Lower Huron	Iron Bell Trail Project		845,932	488,742		
		Land and Water Conservation Fund grant funded project to improve accessibility and site amenities at the Walnut Grove Campground.			Awaiting Grant Agreement	2023
Lower Huron	Walnut Grove Campground Improvements		784,600	450,000		
		Land and Water Conservation Fund grant funded project to develop a new fenced in area for off leash dog activities			Awaiting Grant Agreement	2023
Lower Huron	Off Leash Dog Area Development		330,800	165,400		
Lower Huron	New Slide Structure at Turtle Cove	Install new slide at Turtle Cover water park.	1,637,349		Project Started	2023

**Capital Project Status Report  
As of 12/31/2022**

Location	Project Title	Original Budget	Amended Budget	Year to Date Transactions	Life to Date Transactions	Life to Date Encumbrance	Remaining Budget	Available Grant Funding
Lake St Clair	Black Creek Marsh Wetland Filtration Enhancement	253,000	301,066	10,907	108,524	0	192,542	160,000
Lake St Clair	Accessible Kayak Launch & Power Installation	50,000	56,151	0	0	0	56,151	
Lake St Clair	Backup Internet Fiber Installation	40,000	40,000	0	0	30,815	9,185	
Lake St Clair	Electrical Grid Replacement	802,216	809,154	63,432	122,180	24,800	662,173	
Lake St Clair	Beach Restoration	400,000	481,769	72,681	375,544	93,677	12,548	292,167
Lake St Clair	Michigan Coastal Management Program-Accessible Launch	392,850	617,270	619,118	624,140	7,791	(14,661)	196,425
Lake St Clair	Entrance/Office Road Reconstruction	1,100,000	1,431,223	1,069,381	1,069,381	421,900	(60,058)	
Lake St Clair	Wood Bridge near Interpretive Center Replacement	62,000	62,413	601	601	0	61,813	
Lake St Clair	Upgrade 4th Tollbooth	27,500	27,538	38	38	17,295	10,205	
Kensington	West Boat Launch - Accessible Kayak Launch	308,000	438,487	428,286	444,743	0	(6,256)	154,000
Kensington	Accessible Path from N Hickory Shelter to Restroom	65,000	66,273	1,273	1,273	0	65,000	
Kensington	Accessible Path from S Martindale Shelter to Vault & Beach	85,000	85,954	954	954	0	85,000	
Kensington	Accessible Path from N Martindale Shelter to Beach	30,000	30,354	354	354	0	30,000	
Dexter	Delhi Launch & Take Out Renovations	306,000	306,000	0	0	0	306,000	153,000
Lower Huron	North Fishing Site Redevelopment	288,800	297,399	0	290,799	0	6,600	144,400
Lower Huron	Backup Internet Fiber Installation	205,000	185,362	0	150,000	18,627	16,735	
Lower Huron	Toll Booth Replacement and Paving	30,000	32,382	2,382	24,222	21,650	(13,490)	
Lower Huron	Turtle Cove Crosswalk Path	90,000	102,770	109,262	117,036	0	(14,265)	
Lower Huron	Iron Bell Trail Project	716,700	845,932	731,692	780,199	141,431	(75,699)	488,742
Lower Huron	Walnut Grove Campground Improvements	784,600	784,600	0	0	0	784,600	450,000
Lower Huron	Off Leash Dog Area Development	330,800	330,800	0	0	0	330,800	165,400
Lower Huron	New Slide Structure at Turtle Cove	1,600,000	1,637,349	289,479	289,479	716,751	631,119	
Lower Huron	Accessible Path from Hawthorne Glade N Shelter to Turtle Cove	110,000	110,813	813	813	0	110,000	
Lower Huron	Accessible Path from Tulip Tree Shelter to Restrooms	30,000	31,838	1,838	1,838	0	30,000	
Hudson Mills	Backup Internet Fiber Installation	40,000	7,994	650	650	0	7,344	
Hudson Mills	Rapids View area Development	453,800	681,040	658,595	696,025	0	(14,985)	226,900
Hudson Mills	Picnic Area Development at Canoe Launch	385,500	404,915	7,514	19,415	0	385,500	192,700
Hudson Mills	UST Removal	-	40,225	45,852	52,168	2,465	(14,407)	
Hudson Mills	Replace Vault Toilet with CXT	110,000	222,908	74,850	74,850	155,255	(7,197)	
Hudson Mills	Accessible Access to Activity Center Shelter	40,000	40,212	212	212	0	40,000	
Hudson Mills	Convert Gas Storage Tanks for Above Ground	150,000	127,273	0	0	0	127,273	
Stony Creek	Shelden Trails Redevelopment	182,689	863,845	0	837,360	0	26,485	50,000
Stony Creek	Boat Launch Building Redevelopment	1,750,000	2,104,639	1,481,446	1,938,558	177,607	(11,525)	50,000
Stony Creek	Development of Off Leash Dog Area	138,500	271,286	59,525	276,776	0	(5,490)	
Stony Creek	Backup Internet Fiber Installation	80,000	80,000	0	0	70,407	9,593	
Stony Creek	26 Mile Rd. Connector - Bike Path	-	45,240	59,178	81,042	2,738	(38,540)	
Stony Creek	Golf Course Pumphouse & Irrigation System Replacement	1,000,000	1,000,415	415	415	199,260	800,740	
Stony Creek	Accessible Path from Winter Cove N to Winter Cove S Shelters	55,000	195,350	182,852	182,852	30,366	(17,868)	
Stony Creek	Accessible Path from W Branch North Shelter to Restroom	35,000	64,884	64,174	64,174	0	710	
Stony Creek	Develop Shelter in former Banquet Tent Area	500,000	500,000	0	0	0	500,000	
Stony Creek	Seawall Repair & Washington Twp Fire Dept Boat Pier	570,000	574,726	4,726	4,726	0	570,000	
Stony Creek	Reflection Nature Trail Improvements	931,200	931,483	283	283	0	931,200	465,600
Stony Creek	Hike Bike Path & Bridge Replacement btwn Winter Cove & Mt Ve	800,000	80,496	496	496	0	80,000	
Willow	Park Office Replacement	2,121,300	2,794,278	731,728	2,786,952	0	7,325	
Willow	Backup Internet Fiber Installation	40,000	0	0	0	0	0	
Willow	Big Bend Shoreline Protection	501,593	539,668	558,837	572,431	9,319	(42,082)	250,000
Willow	Washago Pond Restoration	903,697	905,621	1,923	5,621	0	900,000	
Willow	Accessible Path from Fox Meadows N & S Shelters to Pool	65,000	65,000	0	0	0	65,000	
Willow	Willow Park Office Communication Conduit	-	33,808	33,808	33,808	0	0	
Oakwoods	Backup Internet Fiber Installation	40,000	0	0	0	0	0	
Oakwoods	Accessible Nature Trail Development	248,000	251,142	848	3,142	0	248,000	124,000
Lake Erie	Shoreline and Fish Habitat Restoration	1,600,000	1,644,214	547,713	755,595	648,738	239,882	1,404,353
Lake Erie	Boat Launch Fish Cleaning Station	45,000	45,000	0	0	0	45,000	
Lake Erie	Accessible Kayak Launch with Area Development	245,000	245,546	139	546	0	245,000	122,500
Lake Erie	Cherry Island Nature Trail Improvements	870,800	871,800	0	0	0	871,800	600,000
Lake Erie	Cove Point Vault Toilet Replacements	100,000	148,838	51,408	51,408	99,400	(1,970)	
Lake Erie	Sewer Line Replacement at Boat Launch Building	150,000	158,594	8,594	8,594	0	150,000	
Lake Erie	Protecting Lake Erie Marsh with Green Infrastructure	-	361	361	361	0	0	
Wolcott	Farm to Mill Trail Connector	1,000,000	1,000,958	0	958	0	1,000,000	
Indian Springs	Backup Internet Fiber Installation	40,000	7,758	0	0	0	7,758	
Indian Springs	Golf Course Pumphouse Upgrades	-	431,000	0	0	22,140	408,860	
Huron Meadows	Backup Internet Fiber Installation	80,000	0	0	0	0	0	
		23,379,545	26,493,412	7,978,622	12,851,537	2,912,428	\$ 10,320,587	\$ 5,690,187

7,978,622 12,851,537 2,912,428



To: Board of Commissioners  
From: Danielle Mauter, Chief of Marketing and Communications  
Subject: Metroparks Major TV/Video and Out of Home Buys for 2023  
Date: 2/1/2023

**Action Requested: Motion to Approve**

That the Board of Commissioners’ approve the following major TV/Video and Out of Home advertising buys from various vendors as specified below, as recommended by Chief of Marketing and Communications, Danielle Mauter and staff.

**Out of Home (Total of up to \$45,000)**

***Outfront Media May - Dec: Up to \$35,000***  
***Adams Outdoor July - Aug: Up to \$10,000***

**TV/Video (Total of up to \$115,000)**

***Fox 2 – WJBK Detroit: Total of up to \$20,000***

- FLX OTT May – Aug (General Summer Campaign): up to \$10,000
- FLX OTT Sept – Oct (General Fall Campaign): up to \$5,000
- Broadcast June – Aug (General Summer Campaign): up to \$5,000

***WDIV Channel 4: Total of up to \$40,000***

- Live in the D Partnership starting in March: up to \$27,300
- Summer/Fall Streaming & Broadcast Commercials: up to \$12,700

***WXYZ Channel 7: Total of \$10,000***

- Broadcast & online viewing (General Summer Campaign): up to \$10,000

***EffecTV: Total of up to \$25,000***

- Mix of cable live viewing & digital video placements (General Summer Campaign): up to \$15,000
- Mix of cable live viewing & digital video placements (General Fall Campaign): up to \$10,000

***Hulu: Total of up to \$20,000***

- June – Aug (General Summer Campaign): up to \$15,000
- October (General Fall Campaign): up to \$5,000

**Fiscal Impact:** Budgeted

**Background:**

These media buys are the large TV/Video and Out of Home ad buys that exceed the threshold that require prior board approval. These fit within the already approved marketing budget and

marketing plan. These are primarily major media purchases for summer and fall with a few stretching the entire remainder of the year. Additional media buys in radio, digital/social, print publications, event specific campaigns and additional supporting campaigns will be added throughout the year as needed and budgeted for, but will fall beneath the threshold that requires board approval to begin. Therefore, they are not included in this memo.

The Out of Home placements will be placed on all digital board placements along high traffic areas that meet target audience of the message. There are some weeks where the Metroparks will be dark so that frequency can be increased in other weeks for the needs of campaigns. Two of the larger Southeast Michigan providers (Outfront Media and Adams Outdoor) were selected to achieve placements in geographic locations across all five counties. Digital placements will rotate locations for each period and will have multiple artworks per placement for a variety of message and location.

The TV/Video media buys were selected to place a mixture of live local broadcast placements, syndicated programming placements, local cable network placements, streaming and digital OTT and video placements. Heavier emphasis was placed on streaming and OTT as the number of “cord cutters” continues to rise and streaming continues to positively perform. Hulu was added in 2023 as part of the winter campaign and after positive experience and performance will continue to be used in summer and fall campaigns. Schedules are being negotiated to accommodate a variety of day parts for each schedule. The breakdown of TV/Video budget was selected based on Neilson ratings, prior experiences and viewer tendencies. This year also includes renewing our partnership with Live in the D series featuring 3-4 minute segments about parks filmed in the parks each month.

The Metroparks decreased spending in radio this year, and none of our individual agreements with stations or their parent companies exceeded the threshold requiring board approval but are being included here as background to convey a more complete picture for board members. Buys were selected to meet target audiences for their individual campaigns. Stations were also selected based on ratings for best reach and geographic range of audience. Spotify was added this year to reach younger demographics and listeners who have shifted away from traditional radio listening.

***Beasley Media Group – Total = \$11,000***

- 105.1 The Bounce – Summer: up to \$9000
- WCSX – Golf: up to \$2000

***Cumulus Media Group – Total = \$4000***

- WJR - Golf: up to \$4000

***Audacy – Total = \$12,000***

- WOMC – summer campaign – up to \$9000
- WOMC \_ Kids Fishing Tournament – up to \$3000

***WHMI – Total = \$5000***

- summer – up to \$5000

***Iheart Radio – Total = \$3000***

- WJLB – Jit Festival: up to \$3000

***Spotify – Total = \$11,500***

- Summer campaign: up to \$6500
- Sheldon MTB Fest: up to \$2000
- Night of the Dragon: up to \$2000
- Jit Festival: up to \$1000

***Hot 107.5 – Total = \$2,000***

- Jit Festival: up to \$2000

The Metroparks will also have a heavy focus on digital and social media advertising in 2023. Sixty Interactive was selected as our vendor to help with placement and optimization of digital and social media display ads, paid search ads, retargeting ads and other similar ad types through an RFP process in 2020. During that process they were awarded up to four one-year extensions, and Metroparks are continuing to work with them in 2023. That work has already started.



To: Board of Commissioners  
From: Sarah Plumer, Chief of Planning and Development  
Project No: 800-23-023  
Project Title: Bids – Mulch Replacement Project  
Location: Kensington, Indian Springs, Stony Creek, Dexter-Huron, Delhi, Lower Huron, Willow, Lake Erie, Wolcott Mill, Huron Meadows, Hudson Mills  
Date: February 9, 2023

**Action Requested: Motion to Approve**

That the Board of Commissioners accept the proposal from the low responsive, responsible bidder Penchura LLC for \$56,006.25 to replace wood fiber playground surfacing at 11 Metroparks as recommended by Chief of Planning and Development Sarah Plumer and staff.

**Fiscal Impact:** The project is over budget by \$5,021.25. Mulch replenishment was budgeted in 2023 as line items in the individual operation budgets for each of the 11 Metroparks listed above. Sufficient funds are available in the 2023 budget to cover this cost overage.

**Scope of Work:** Replenishment of wood fiber playground surfacing (playground mulch).

**Background:** This project is for the annual replenishment of playground mulch throughout the Metroparks system.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Penchura LLC	Brighton, MI	\$56,006.25





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Amy McMillan, Director  
Project Title: Update - Purchases over \$10,000  
Date: January 31, 2023

**Action Requested: Receive and File**

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

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

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

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
1. West Marine Pro	Kayak, Paddleboard, Paddles, Life Jackets, Cushions	\$12,733.34
2. Roberts Co.	Well Pump Replacement	\$12,781.00
3. Faster Asset Solutions	Annual Support/Upgrades	\$15,575.06
4. Prat	Training/Consulting	\$13,000.00
5. Revels Turf & Tractor	Buffalo Blower	\$10,152.14
6. Weingartz Supply Company	Exmark Zero-Turn Lazer X-Series	\$16,254.00



**HURON-CLINTON METROPOLITAN  
AUTHORITY**

To: Board of Commissioners  
From: Amy McMillan, Director  
Project Title: Purchases – Total Spent and Vendor Locations  
Date: February 1, 2023

**Action Requested: Receive and File**

That the Board of Commissioners receive and file the update for total spent and vendor locations as submitted by Director Amy McMillan and staff.

**Background:** Each month the Purchasing Department summarizes the total amount spent on capital equipment purchases, major maintenance, and park projects and includes the location of vendors, either within or outside the Metroparks five-county region as well as the effect of DEI, living wage, and the Metroparks local preference policy.

**Attachment: Award Requests**

**Award Requests for February 2023**

Vendor	Vendor Location	Description	Park Location	Total Request	Five-County	Greater Michigan	Outside Michigan	Effect of DEI, Living Wage, and Local Preference Policies
Hubbell, Roth and Clark	Bloomfield Hills	Cart electrical upgrades	Indian Springs Golf Course	\$ 51,730.00	\$ 51,730.00			
Hubbell, Roth and Clark	Bloomfield Hills	Seawall design	Stony Creek Boat Launch	\$ 69,678.45	\$ 69,678.45			
Fraser Mechanical	Washington	Boiler Replacement	Stony Creek Eastwood Beach	\$ 31,109.00	\$ 31,109.00			
Kennedy Industries	Wixom	Pump and Motor Repair	Lower Huron	\$ 35,790.00	\$ 35,790.00			
American Fireworks	Hudson, OH	Fireworks Displays	Stony Creek, Willow, Kensington, Lake Erie	\$ 53,000.00			\$ 53,000.00	
Play Environments Design	Holland	Playground Development and Installation	Indian Springs	\$ 600,000.00		\$ 600,000.00		
Plantwise	Ann Arbor	Prescribed Burns	Lake St. Clair, Wolcott, Stony Creek, Kensington, Hudson Mills, Oakwoods, and Lake Erie	\$ 20,380.00	\$ 20,380.00			
David Borneman	Ann Arbor		Huron Meadows and Indian Springs	\$ 7,659.00	\$ 7,659.00			
FlowTrack	Marquette	Shelden Trails Maintenance and Development	Stony Creek	\$ 25,000.00		\$ 25,000.00		
GEI Consultants	Allendale	Ecological Restoration Services	Lake Erie	\$ 142,052.00		\$ 142,052.00		

<b>Totals:</b>	<b>\$1,036,398.45</b>	<b>\$216,346.45</b>	<b>\$767,052.00</b>	<b>\$53,000.00</b>
<b>Percent of Total Award Request:</b>		20.87%	74.01%	5.11%



To: Board of Commissioners  
From: Tyler Mitchell, Chief of Natural Resources and Regulatory Compliance  
Subject: Report – Monthly Natural Resources Update  
Date: February 1, 2023

**Action Requested: Motion to Receive and File**

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

**Attachment: Monthly Natural Resources Report**



# NATURAL RESOURCES MONTHLY REPORT

FEBRUARY 2023

Administrative Office  
13000 High Ridge Drive  
Brighton, MI 48814



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



# SYSTEM-WIDE

## ADMINISTRATIVE

- Preparing for prescribed fire season, defining burn units, writing prescriptions, and applying for permits.
- Preparing RFP for Eastern Massasauga Rattlesnake population and habitat study.
- Preparing Invasive Shrub Control projects for bid and contracting.
- Grant reporting and administration for several ongoing grant projects, at Lake Erie, Lake St. Clair, Willow, Indian Springs continues.
- Preparing RFP (Request for Proposal) for green infrastructure project at Lake Erie, and finalizing contract for Huron Headwaters restoration project.



*Figure 1: Metroparks Natural Area Crew (NRC or "Tree Crew") trim trees for public safety and tree health utilizing an aerial lift truck to access branches at height at Kensington Metropark.*

# SOUTHERN DISTRICT

## LAKE ERIE METROPARK

- Phase 1 and 2 of the shoreline restoration project are expected to proceed in Mid-February. This restoration is anticipated to be completed by March 2023.

## OAKWOODS METROPARK

- Invasive shrub mowing complete in various management units. Herbicide treatments to occur in fall 2023.

## WILLOW METROPARK

- Big Bend restoration project nearing completion. Shoreline protection and restoration to occur in spring 2023, with grading and seeding of new prairie grass area. Restoration planning and ordering of supplies for spring work underway.



*Figure 2: Bank stabilization and restoration at Willow Metropark in progress. Spring and Summer 2023 activities include planting of riparian buffer with native plants and trees..*



# WESTERN DISTRICT

## KENSINGTON METROPARK

- Tree work continues throughout the park, particularly on the golf course while ground conditions are firm and courses are closed, as well as at the West Boat Launch.

## INDIAN SPRINGS METROPARK

- Contractor selection complete for Healing the Huron Headwaters grant project, to include invasive species removal and restoration of trees in the Huron Swamp and West Wetland Complex.
- Beginning kick-off of project and completion of habitat assessment prior to invasive control this fall.

## DEXTER-HURON METROPARK

- Planning 2023 invasive species control priority areas.
- Working to delineate sensitive natural areas as construction of B2B trail amenities continue.



*Figure 3: Trees scatter across a Huron River tributary in the headwaters of the river at Indian Springs Metropark. This habitat is part of the area to be restored under an active grant.*



# EASTERN DISTRICT

## STONY CREEK METROPARK

- Administrative staff surveying and planning for potential grant opportunity to restore part of Stony Lake shoreline and enhance fish habitat.

## LAKE ST. CLAIR METROPARK

- Final planting of shoreline project to occur in March 2023.
- Native prairie seed will be laid by staff, and erosion protection blankets will be secured. Duck-nesting has been installed and will be prepared for the 2023 nesting season.

## WOLCOTT MILL METROPARK

- Assessment and planning of prescribed fire unit in EPA restored grassland habitats.



*Figure 4: Natural resources staff install mallard and wood duck nesting habitat at Lake St. Clair Metropark. This nesting habitat is part of the Shoreline restoration project funded by U.S. Forestry Service and GLRI.*

# WHAT'S NEXT?

## SYSTEM-WIDE

- Preparation for Spring invasive species control programs.
- Preparation prescribed fire season and burn unit preparation.
- Stormwater and water quality improvement planning with internal staff and partners, cooperation with consultant.

## SOUTHERN DISTRICT

- Shoreline restoration project breaking ground in February.
- Completion of habitat restoration and grant project partnership with The Nature Conservancy.
- Eastern Prairie Fringed Orchid survey results and habitat management recommendations, anticipated finalization early 2023.

## WESTERN DISTRICT

- Oak wilt survey and testing of candidate trees.
- Eastern Massasauga Rattlesnake population study design and planning.

## EASTERN DISTRICT

- Shoreline restoration planting and seeding at Lake St. Clair.
- Lake St. Clair Groundwater study conducted by USGS for beach restoration grant, results available in spring 2023.
- Tree plantings in grant project areas, around nature center, and throughout park use areas at Lake St. Clair. Additional conversion of turf areas to grow zones.



To: Board of Commissioners  
From: Danielle Mauter, Chief of Marketing and Communications  
Subject: January Marketing Report  
Date: 1/31/2023

**Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file January 2023 Marketing Report as recommended by Chief of Marketing and Communications, Danielle Mauter, and staff.



# HURON-CLINTON METROPARKS MARKETING REPORT

January 2023

Administrative Office  
13000 High Ridge Drive  
Brighton, MI 48814



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

# JANUARY 2023

## January Updates

At the January board meeting, Commissioners approved the presented 2023 Marketing Plan that included goals and strategies for the year. Since that time, marketing staff have begun organizing campaigns included as a part of that plan and assisting on new events and programs execution teams as part of the Metroparks new focus and initiatives in recreational programming. Negotiations were started with ad reps to begin booking advertising campaigns throughout the year, and some of those have been brought for approval to the February Board meeting.

## Major Highlights

### ***Staff made initial shifts to email blast structure and strategy as highlighted in the Marketing Plan***

Events and programs emails were redesigned to deliver by interest topic as opposed to park location. The initial results from the first two that went out showed positive improvements over what we were seeing in 2022, and some interpretive staff at Lake St. Clair Nature Center reported that programs that they had typically been canceling due to low enrollment were filling. The first two topic categories to go out were Art Programs and Birding Programs. Both of these had a click through rate above industry average. Average is 1% and these were at 6% and 3%. Both also had more raw total clicks at 311 and 121 than our previous district events email formats. To give a sense – District event emails in December had a Click rate of 1% at 82, 24 and 75 total clicks and in November had a rate of 1% at 60, 18 and 65 total clicks.

These are obviously very preliminary results since these are the first two of this format to be sent, but it's a good start to prove it was time to switch up how they looked and how they were organized after analyzing the Constant Contact metrics to look at previous program clicks and generating the topic segments that aligned both with those metrics and needs assessment data. We'll keep monitoring how it goes and seeking staff input on impacts they're seeing as well.

### ***Announcements were made about new Strategic Plan & Water Garden naming***

In the first two weeks of January, physical news years cards were mailed to staff, partners and stakeholders that highlighted major accomplishments from 2022 and launched the announcement of the new Strategic Plan with a QR code to the web dashboard. Additionally, an email version was sent to subscribers. The second week of January a joint press release was sent about the naming of the Huron-Clinton Metroparks Water Garden as part of the partnership with the Detroit Riverfront Conservancy and the release included mention of the new strategic plan. That release garnered a lot of positive media attention.

### **Broadcast Clips (Fox 2 News, WDIV, & WDET) -**

<https://app.criticalmention.com/app/#report/ceee239b-a4df-4879-91f4-863c191a1f70>

### **Detroit News (print)**

### **Detroit News –**

<https://www.detroitnews.com/story/news/local/detroit-city/2023/01/10/west-riverfront-park-to-feature-huron-clinton-metroparks-water-garden/69794228007/>

**Fox 2 –**

<https://www.fox2detroit.com/news/huron-clinton-metroparks-announces-first-physical-location-in-detroit>

**WWJ & Audacy –**

<https://www.audacy.com/wwjnewsradio/news/local/water-garden-to-open-at-new-park-on-detroit-riverfront>

**WXYZ –**

<https://www.wxyz.com/news/huron-clinton-metroparks-to-sponsor-water-garden-at-ralph-c-wilson-jr-centennial-park>

**WDIV –**

<https://www.clickondetroit.com/community/2023/01/10/new-west-riverfront-park-to-feature-water-garden-in-partnership-with-huron-clinton-metroparks/>

**WMYD Detroit –**

<https://www.tv20detroit.com/news/huron-clinton-metroparks-to-sponsor-water-garden-at-ralph-c-wilson-jr-centennial-park>

**Hour Magazine –**

<https://www.hourdetroit.com/development-topics/huron-clinton-metroparks-to-open-first-physical-location-in-detroit/>

**Detroit Metro Times –**

<https://www.metrotimes.com/news/detroit-to-get-its-first-huron-clinton-metropark-with-water-garden-along-riverfront-32073706>

**DBusiness –**

<https://www.dbusiness.com/daily-news/dbusiness-daily-update-water-feature-at-wilson-centennial-park-to-be-huron-clinton-metroparks-water-garden-and-more/>

### ***Filled our Content Creator position and began generating new social media content***

Allison Phillips started as the Metroparks Part-Time Content Creator in mid-January. This position was retitled to meet industry standards after the previous staff member resigned in December. Allison Phillips is a life-long Brighton resident and grew up visiting Kensington Metropark. She went to Pace University in New York to study film before getting a job as Creative Coordinator for the Eastern Michigan Football team where she was able to grow their social media presence with captivating video content. Allison is passionate about visual storytelling. She hopes to use her knowledge and strong background in video development to help create engaging content and tell the Huron-Clinton Metroparks story to a diverse audience.

After just two weeks of training, Allison has started generating new content for Metroparks on all social channels with a particular focus on building up the new TikTok account. An example of one of those on-trend posts can be seen here:

[https://www.tiktok.com/@mimetroparks/video/7194475835888356651?is\\_from\\_webapp=1&sender\\_device=p&web\\_id=7190046648884971051](https://www.tiktok.com/@mimetroparks/video/7194475835888356651?is_from_webapp=1&sender_device=p&web_id=7190046648884971051)

This position is critical to helping the Metroparks fulfil the marketing goals of developing social-first campaigns and increasing engagement with younger audiences on the platforms they use. Particularly with social media as a highly ranked way that visitors prefer to be reached and receive information.



### ***Metroparks continue efforts in swim lessons with winter school year partnerships***

In 2022, the Metroparks offered 1,095 free swim lessons through the water safety and beginner swim lesson program within the five counties of Oakland, Livingston, Macomb, Wayne, and Washtenaw in southeast Michigan. Of the collected data that included zip codes, 66 unique zip codes were identified from participants.

Overall, primary areas serviced are in the zip codes: Mt. Clemens- 48043 (16%), Ypsilanti- 48197 & 48198 (30.7%), Detroit- 48213 (12.5%), Detroit- 48225 (22.8%).

We have identified the challenge of collecting accurate participant information, including zip codes from each partner host site, and this will be improved for 2023. 2023 lessons will also include a more robust structure for collecting participant skills improvement assessments. Additionally, we are working with the partnering organizations to increase swim lessons offered in equity zip codes, and will focus strategic outreach efforts within these areas.

2023 swim lessons will start with the addition of winter school year lessons so that students can learn this life-saving skill before the warm summer months arrive. MOUs are in place now for Swim in the D at Adams Butzel in Wayne County as a partnership with the City of Detroit and Detroit Riverfront Conservancy; Howell-Highlander in Livingston County; Centerline High School as a partnership with YMCA/Detroit Swims in Macomb County; and DPSCD's Northwestern High School and Marcus Garvey Academy as a partnership with Aqualyfe and Team Swift Gear instructors. All five locations will provide limited free swim lessons as well as swim gear and equipment and communications around registration will begin in early February with lessons starting late February and March.





## HURON-CLINTON METROPOLITAN AUTHORITY



To: Board of Commissioners  
 From: Sarah Plumer, Chief of Planning and Development  
 Project Title: Planning and Development Department Monthly Update  
 Date: February 9, 2023

### **Action Requested: Receive and file**

That the Board of Commissioners receive and file the Planning & Development Department Monthly Update as recommended by Chief of Planning and Development Sarah Plumer and staff.

### **Executive Summary**

The following are highlights of the activities of the Planning & Development Department for February 2023:

#### *Project/Initiative Implementation*

- US 23 Non-Motorized Crossing project. Funded in House appropriations expected to be available through DOT/MDOT for detailed engineering for preferred alignment in next few months.
- Indian Springs playground design consultant selection.

#### *Planning & Community Engagement*

- Summary of regional community involvement provided to consultants for Trail Gap Feasibility Study

#### *Land Issues/Opportunities*

- Proposal submitted by Six Rivers Land Conservancy for GIS assessment of Wayne County properties for land acquisition and/or management for stormwater management with water quality outcomes as project goal.

#### *Grants*

- Erb Foundation grant award for a "Natural Partnership – Growing an Alliance between the Detroit Zoological Society and Huron-Clinton Metroparks.
- SEMCOG Green Infrastructure Grant for green infrastructure improvements at Lake St. Clair Metropark.
- Carbon Reduction Program grant opportunity for the purchase of on charging station and two fleet vehicles and seeking Act51 Agency Sponsorship.
- GLRI-EPA Nonpoint Source grant project Phase 1 Cultural Resources Report for SHPO clearance drafted by Commonwealth Associates and ready for submittal
- SE Michigan Resilience Fund Big Bend Area Restoration project team met to plan for focus group meetings with input from Huron Twp. police and fire dept., Huron River Fly Fishing Club, and metroparks staff on riparian buffer plantings

- MDNR Trust Fund grants for Lake St. Clair Daysail hike-bike loop and Willow fishing platform public input and community outreach plan submitted to marketing dept. for assistance on promotion materials and social media messaging
- NOAA Dam Removal Feasibility Study RFP posted for bid in early February 2023 with anticipated consultant approved at March BOC meeting

**Attachment: Planning and Development Department Monthly Update which includes Monthly Grant Updates**



# PLANNING AND DEVELOPMENT MONTHLY REPORT

February 2023






Administrative Office  
13000 High Ridge Drive  
Brighton, MI 48114



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

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

# SYSTEM-WIDE

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

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

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

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

**Volunteers** – Total number of volunteers/workdays

**Grant/Foundation Funding** – Total funding/match

**Visitor Counts** – Total number of visitors weekend/weekday








**Best practices education** – Project emphasizes educational and interpretational opportunities

**Estimated cost** – Total estimated or actual cost of project

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







**Staff time** – Total number of staff hours estimated

## Administrative









	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
SYSTEMWIDE	Planning and Development monthly reports	Report		Monthly	Staff time	Report assembly, grant monthly updates
	Tollbooth scanning reports	Report		Monthly	Staff time	Ongoing
	Foundation administrative tasks	Various		Ongoing	Staff time	Ongoing
	Sign request processing/signage transition plans	Infrastructure/ Small Facilities		Ongoing	Actual cost	Administrative tasks
	CAPRA accreditation preparation	Report	Various	Ongoing	Staff time	P&D support provided for all Chapter Chairs
	CAPRA Programming Ch. 6	Various		Ongoing	Staff time	Documentation assembly
	CAPRA Planning Ch. 2	Report		Ongoing	Staff time	Documentation assembly
	Commemorative trees and benches	Various		Ongoing	Staff time	Administrative tasks, developed policy for bench and tree removals.

# SYSTEM-WIDE

## HCMA Studies/Initiatives

Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
Community Recreation Plan	Plan		Ongoing	Staff time	Adopted at the BOC January 12, 2023 meeting. Submitted to DNR for approval
Sustainability Plan projects coordination	Various		Ongoing	Various	CAPRA Sub-Committee working on sustainability policy standards
ADA Transition Plan	Plan		Ongoing	Staff time	Updates ongoing
Visitor count program	Various		Ongoing	Staff time	Staff training planned to analyze data following MParks Conference seminar
Visitation data documentation and analysis	Report		Ongoing	Staff time	2021 and 2022 full year data received from Rec Trac. Presentation to be prepared for February BOC
GIS Initiatives	Various		Ongoing	Staff time	Integrating ArcGIS StoryMap with DNR grants stakeholder and public engagement

## Grants/Fundraising

Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
REI Grant Rouge Park	Plan		Ongoing	Staff time	All REI funds spent at Rouge Park, close out in process. Next round available by invite only in late 2023
GOAL- Various grant opportunities	Plan		Spring '23	Staff time	Applications and Letters of Inquiry (11) in support of '22 -'23 school year GOAL program
RCWJ Foundation	Plan		Ongoing	Staff time	RFP Regional Non-Motorized Gap Feasibility Study data collection
DTE E-Fleet Program	Plan		Ongoing	Staff time	E-Fleet budgeting for 2023 in process
Livingston Co. Trail Connectors – Engineering Design	Plan		Ongoing	Staff time	Funded in House appropriations; waiting on Senate budget reconciliation to see if it remains funded
Bulletproof Vests for Police Dept.	Plan		Ongoing	Staff time	Funds approved through US Dept. of Justice via State Police office
Early Learner Education Programming	Plan		Ongoing	Staff time	Program funding requested through PNC and 2 Michigan-based foundations
NEEF Beach Wheelchairs	Plan		Ongoing	Staff time	Beach wheelchairs delivered; project extension granted

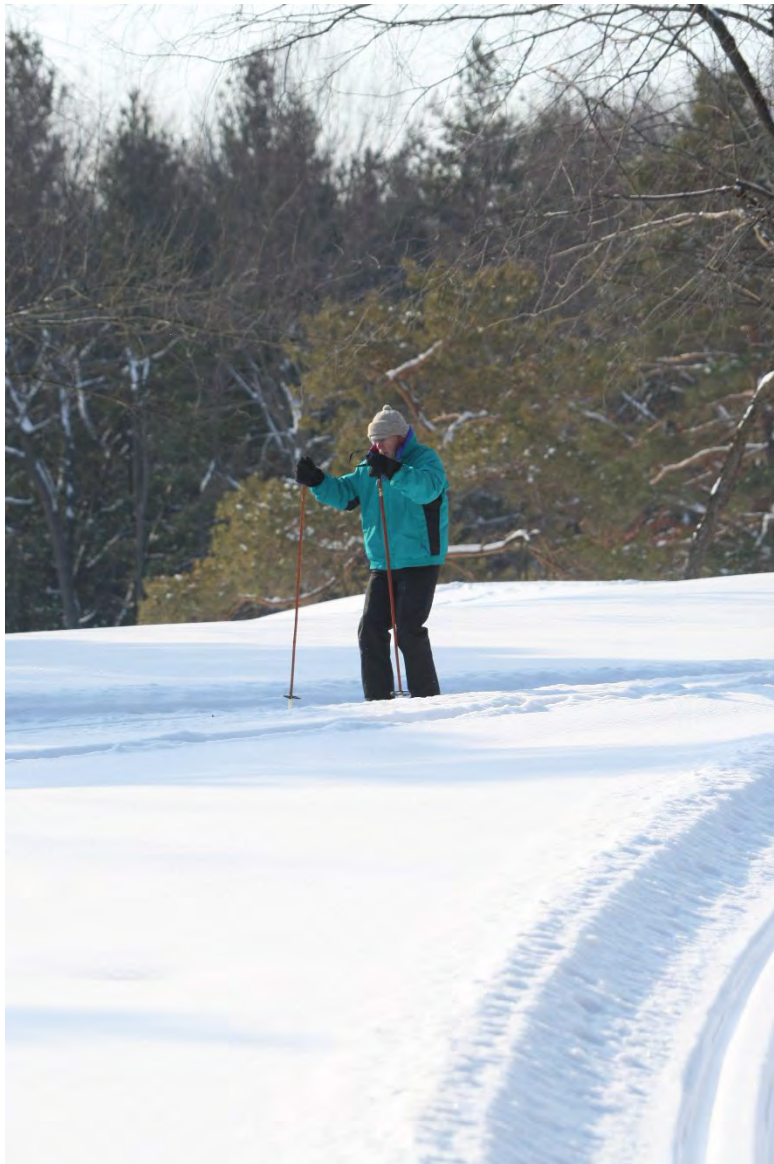
# SYSTEM-WIDE

## Project Implementation/Oversight

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
	EGLE Recycling Bin Grant	Plan	Various	May 2021	Staff time	4 <sup>th</sup> quarterly report submitted, ordering of additional bins with remaining grant funding
	ESRI ArcGIS Administration	Documentation	Various	Ongoing	Staff time	Meeting with ESRI staff on overview of services and platform for GIS users. Training dates recommended.





# SOUTHERN DISTRICT






# SOUTHERN DISTRICT

## Grants/Fundraising



	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LEF	2021 TF- Cherry Island Trail Improvements	Large Facilities		April 2021	Staff	Design phase underway following project agreement signed
	2021 GLRI-EPA Nonpoint Source Grant	Large Facilities		Ongoing	Staff time	RFP bid out for design/build contractor for GI improvements and planting plan

## Project Implementation/Oversight


	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LHu	Accessible railroad crossing along hike-bike trail	Small Facilities	Eng	2022 Completion	Construction	Submitted for grant funding through Ralph C. Wilson design and access funding 2023 project
Wil	SE Michigan Resilience Fund- Big Bend Area Restoration	Large Facilities	Eng/NR	Ongoing	Staff	Project team meeting discussed February scheduling of stakeholder meeting and focus group meetings of project updates for in-stream and on-land improvements.
LHu	2020 LWCF - Walnut Grove Campground	Documentation	Various	To be completed by 6/30/25	Staff time	Design phase underway following project agreement signed
LHu	2020 LWCF - Off-Leash Dog Area	Documentation	Various	To be completed by 6/30/25	Staff time	Design phase underway following project agreement signed
Oak	NOAA Dam Removal Feasibility Study	Large Facilities		2023	Consultant	RFP out to bid for consultant in January 2023

# SOUTHERN DISTRICT



## Project Implementation/Oversight, cont.

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LEr	2019 LWCF - Oakwoods Accessible Nature Trail	Large Facilities		Ongoing	Staff time	Project Agreement executed by DNR/NPS, design work being scheduled with engineering dept. began design in Oct. 2022
	2019 LWCF - Lake Erie Accessible Boat/Kayak Launch	Large Facilities		Needs to be completed by 6/1/2024	Staff time	DNR project agreement executed, engineering design next step

## Facility Concept Planning

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LEr	Lake Erie Shoreline Restoration Project	Construction	Ops . NR	October	Staff time	Shoreline work to begin over winter.
	Adaptive Ballfield Concept Plan	Plan		2023	Staff time	Conceptual planning process phase continued

## HCMA Studies/Initiatives





	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LEr	Marina building study	Large Facilities		2023	Consultant	Included as a potential long-term waterways grant project in 5-Year Rec Plan
	Wayne County GIS property assessment for stormwater management/water quality	Large Facilities		2023	Consultant/Six Rivers Conservancy	HRC/Six Rivers Conservancy proposal submitted for BOC approval

# WESTERN DISTRICT



# WESTERN DISTRICT

## Administrative





	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
Del	Border-to-Border trail design and construction	Large Facilities		Ongoing	Estimated Cost	Construction began on B2B segment Zeeb Rd. to Delhi Metropark.
MISC	Livingston County Parks and Open Space Advisory Committee	Partnership		Ongoing	Staff time	Attendance at regular POSAC meetings. Trail counter in place at Fillmore County Park. Data downloaded monthly
	Friends of the Lakelands Trail Steering Committee	Partnership		Ongoing	Staff time	Represent HCMA as a participating steering committee member that meet monthly
	Huron Valley Trail quarterly meeting	Partnership		Ongoing	Staff time	Represent HCMA as a participating partner.

## Grants/Fundraising

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
Del	Launch/Take-out Renovation	Large Facilities		Ongoing	Staff time	DNR Trust Fund grant awarded. Awaiting project agreement.

# WESTERN DISTRICT

## Project Implementation/Oversight

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
HMills	2019 TF Rapids View Accessible Launch Project	Large Facilities		Ongoing	Staff time	Construction completed and post-certification completed for 5-Year Rec Plan
DHu	2020 TF – Dex-Huron Accessible Launch	Large Facilities		Ongoing	Staff time	Engineering design resumed
Ken	Impact 100 – Seeding a Green Future	Plan		Ongoing	Staff time	Extension approved – trying to achieve modified educational goals post-COVID closures
	DNR Community Forestry Grant	Planting	Maint. Ops	Spring 2023	Staff time	Received grant to plant trees at Hudson Mills and Wolcott Mill.
ISp	CE Headwaters Restoration	Partnership		Ongoing	Staff time	MOU with MNA and RFP for invasive control and planting

## Facility Concept Planning

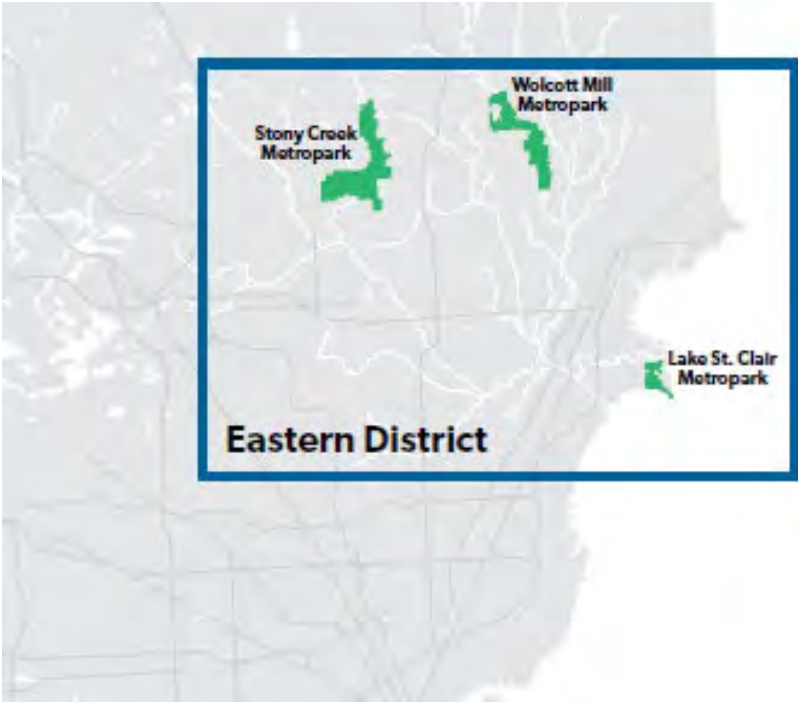
	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
	Playground conceptual site plan	Plan	Various	2022	Staff time	RFP playground design competition bids being evaluated for BOC approval

## HCMA Studies/Initiatives

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
HMills	Northwest Passage Feasibility Study Review	Plan	Various	2022	Staff time	Discussed at kick-off meeting with non-motorized trail gap feasibility study to be considered as a connector trail



# EASTERN DISTRICT







# EASTERN DISTRICT


## Administrative

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
WMIII	None					

## Grants/Fundraising





	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LSC	EGLE High Water Grants: North Marina & Greening the Parking Lot	Large Facilities		Ongoing	Staff time	Grants are for \$240,000 and \$1,500,000 respectively.
	Michigan Coastal Management Program Grant – Accessible Kayak Launch	Large Facilities	Various	Ongoing	Staff time	Construction completed, conducting project close out.
	Macomb County Birding Platform	Small Facilities		March 2022	Staff time	Potential site location at nature trails, weir maintenance completed to lower water levels inundating trails.
LSC	'23 TF Daysail Area Trail	Small Facilities		Ongoing	Staff time	Preparing application for DNR '23 grant
LSC	DNR Community Forestry grant for 100 trees	Small Facilities		Spring 23	Staff time	Grant awarded
	Erb Foundation – DZS Partnership Workshop	Plan	Various	Winter 2022-2023	Staff Time	Applied for Erb Foundation Grant to fund Partnership workshop.

## Project Implementation/Oversight

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LSC	Transit Planning for Access to LSC	Large Facilities		Ongoing	Consultant/Staff	Strategy in progress with SMART for continued marketing efforts and data reporting/analysis for 2023 summer season
	LSC Beach Restoration Project- Nonpoint Source Pollution Project	Large Facilities		2023 Completion	Staff time	Woody vegetation volunteering

# EASTERN DISTRICT

## Project Implementation/Oversight, Cont.

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
LSC	26 Mile Connector Trail TAP Grant	Large Facilities		2022 Completion	Staff time	Liquidated damages letter sent to contractor
	Mound Rd. north of fire station sidewalk easement	Small Facilities		2022 Completion	Staff time	Project delayed until spring 2023
	4CCF Educational field trips at Wolcott and SC	Plan	Various	Ongoing	Staff time	Checks received; website & promotions; program registrations begun
	2022 LWCF Stony Creek Reflection Trail Accessible Trail Development	Small Facilities		Through 2025+	Staff time	Full cost is \$1.2. LWCF grant is 500k. Cash match is \$626k. Permitting in process
	2022 LWCF- West Boardwalk Accessibility Improvements	Large Facilities		Through 2025+	Staff time	Expect higher project cost; project agreement coming in late 2023. Permitting in process

## HCMA Studies/Initiatives

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
SCR	None					

## Facility Concept Planning

	Description	Action Type	Dept. Input	Timing	Implementation Indicator	February 2023 Actions
	None					



# WHAT'S NEXT?

	Description	Action Type
SYSTEM WIDE	Stormwater Management Plan (multi-Departmental)	Staff/Consultants
	5-County Regional Non-Motorized Gap Stakeholder Engagement	Staff/consultants
	Community Recreation Plan Submitted to MDNR	Staff
	The Great Lakes Way Advisory Committee Meeting	Staff
EASTERN DISTRICT	Growing a partnership with Detroit Zoological Society	Staff time
	Climate Action Plan Workshop Phase II Community Alignment Workshop	Staff time
WESTERN DISTRICT	FY23 Community Project Funding through DOT/MDOT for US 23 non-motorized trail alignment detailed engineering	Staff/consultants
	Indian Springs Consultant Selection and RFP for Site Work	Staff/Consultants
	NOAA Dam Feasibility Study grant RFP out to bid	Staff time
SOUTHERN DISTRICT	EPA-GLRI RFP design/build out to bid	Staff time



## Grant Updates - February 2023

### In Progress

Grant program		JV/MN	Project/Park	Amount	Match	Due Date	Applicant	Notes
MDNR Trust Fund		MN	Willow Fishing Platform	\$300,000	\$457,200	4/1/2023	HCMA	Accessible fishing platform & picnicking w/trail connections @ Big Bend area
SEMCOG Green SW Infrastructure Program		MN	LSC green infrastructure	\$100,000	-	2/21/2023	HCMA	Naturalized swales and tree plantings to reduce stormwater flow
RCWJ Foundation/Metroparks Connectors		JB	Trail Connectors/SEMTAT	TBD	TBD	TBD	MF	PEA provided alignment scoring categories
DNR Waterways		JB	North Marina if not funded by EGLE	TBD	50%	4/1/2023	HCMA	Reached out to Linnae Dawson to confirm eligibility
Carbon Reduction Program		JB	AO EV charger + fleet vehicles	TBD	20%	2/10/2023	HCMA	Livingston county will be sponsor
LWCF		MN	LSC Daysail Area Trail	TBD	TBD	4/1/2023	HCMA	Extends hike/bike trail from W. Boardwalk to Daysail and north to lot A
MDOT TAP		JB	Lake Erie Connector Trail	TBD	TBD	4/1/2023	HCMA	Waiting on alignment suggestions from PEA

### Grant Applications Awaiting Response

Grant program	Project #	JV/MN	Project/Park	Request	Match	Submitted	Applicant	Notes
Mi Invasive Species Grant Program		MN	IS, KEN, SC, WOL	\$30,000	-	11/1/2022	HCMA	Survey for spotted lanternfly & control of tree-of-heaven; March decision
CFSEM RCWJr Legacy Fund for Youth Sports		MN	Summer Swim Program	\$25,000	-	12/9/2022	MF	To expand Summer Swim program in Livingston, Oakland, and Washtenaw counties
CFSEM RCWJr Legacy Fund for Design & Access		MN	LH - IBT, CSX Crossing	\$50,000	\$6,400	12/12/2022	MF	To construct the accessible railroad crossing on IBT at Willow
CFSEM - Detroit Auto Dealers Association Fund		MN	Head Start Teachers Outreach	\$41,700	-	1/17/2023	MF	Program w/DZS to provide outdoor ed. training to early ed. teachers; June decision
MMRMA - Risk Avoidance Program		MN	SC Beach Security Camera System	\$12,500	50%	1/10/2023	HCMA	Project will place cameras at Baypoint & Eastwood beaches and at the boat rental area
MCWCF - Loss Prevention Program		MN	Police PPE	\$2,546	-	1/10/2023	HCMA	To provide helmets and cold weather gear for police officers
Erb Family Foundation - Letter of Inquiry		MN	Wayne Co. SW Mgmt Assessment	\$45,000	-	1/25/2023	MF	If LOI is accepted grant proposal will be due March 1
DNR Spark Grant		JB	LE Great Wave Pool	\$1,000,000	\$3,000,000	12/19/2022	HCMA	Submitted 12/19/22 should hear back by end of Jan
Fed. Community Project		JB	LSC North Marina	\$500,000	-	4/14/2022	HCMA	Appropriations request submitted to Lisa McLain for engineering
Macomb Appropriations		JB	LSC North Marina	\$5,000,000	\$1,000,000	5/17/2022	HCMA	Appropriations request for phase 1
EGLE High Water Infrastructure		JB	LSC North Marina	\$240,000	\$60,000	11/30/2022	HCMA	Submitted on 11/30
EGLE High Water Infrastructure		JB	LSC Parking lot	\$1,500,000	\$375,000	11/30/2022	HCMA	Submitted on 11/30

### Grant Administration

Grant program	Project #	Mgmt	Park/Project	Award Amt	Match	Deadline	Applicant	Updates
GLRI-FS '18	50219.688	MN/TM	LSC Black Cr Shoreline	\$160,211	-	3/31/2023	HCMA	Need to finish grading, seeding, planting plugs
Impact 100 - Oakland Co. '18		MN/PB	KFC Seeding Green Future	\$90,000	-	11/18/2023	MF	Weekly interactive programming for 6th, 7th, and 8th graders + field trips
MNRTF '19	50820.218	MN/JK	HMI Rapids View Launch	\$226,400	\$226,900	8/31/2022	HCMA	Received DNR approval for reimbursement - waiting on check
LWCF '19	51120.114	MN/KE	Oak Access. Nature Trails	\$124,000	\$124,000	2/29/2024	HCMA	Project Agreement executed; design to begin soon
LWCF '20	50621.500	MN/JK	LH Walnut Grove Campground	\$300,000	\$150,000	6/30/2025	HCMA	Project Agreement executed; waiting for engineering design
MNRTF '20	50821.221	MN/KE	DxH Accessible Launch	\$192,700	\$192,800	11/30/2023	HMCA	Finalizing plans and getting ready to request permits; received 6-month extension
NFWF-SEMRF '21	51021.319	MN/TM	Wil Big Bend Area Restoration	\$250,000	\$177,859	6/30/2023	HCMA	Surface removals complete; river restoration still to receive bank plantings in spring
Ford Volunteer Corps '21		MN/KK	Wolcott Raised Garden Beds	\$7,500	-	11/30/2021	MF	Project complete w/exception of new sign; to be produced & delivered in early '23
NEEF-Toyota '21		MN/KK	Beach Wheelchairs	\$20,000	~\$5,000	10/31/2023	HCMA	Beach wheelchairs delivered; project extension granted
DNR TF '21	512-22-244	MN/AC	LE Cherry Island Trail	\$300,000	\$192,500	7/31/2024	HCMA	Project agreement executed
Consumers Energy Found.	90022.1159	MN	IS Headwater Restoration	\$100,000	-	5/31/2024	HCMA	Contracted w/Plantwise for invasive control & plantings; June volunteer planting
GLRI-EPA Nonpoint Source	51222.247	MN	LE Green Infrastructure & Six Points	\$483,500	-	4/30/2025	HCMA	Waiting on SHPO study; design/build/QAPP via contract to be developed for bid
NOAA GLs Fish Habitat Restor.	511-22-116	MN/MH	Flat Rock Dam Removal Feasibility	\$745,000	\$25,000	9/30/2024	GLFC	RFP in development
Four County Community Found.	11322.1169	MN/JS	Wolcott Mill Farm Center	\$8,000	-	7/31/2023	MF	Registrations full; utilizing GOAL for programs where appropriate
Four County Community Found.	10922.1168	MN/EP	Stony Creek Nature Center	\$9,350	-	7/31/2023	MF	Registrations full with waiting list; website updated
Anonymous Foundation		MN/JJ	Get Out and Learn (GOAL)	\$10,000	-	7/15/2023	MF	Support for GOAL for 2022-23 school year
Towsley Foundation		MN/JJ	Get Out and Learn (GOAL)	\$5,000	-	7/15/2023	MF	Support for GOAL for 2022-23 school year

PNC and Young Foundation		MN/LP	Early Childhood Ed. - W. Mobile Cent	\$7,500	-	9/30/2023	MF	Almost all of the funds have been allocated, programs kick off in January 2023
US DOJ Bulletproof Vest Partnership		MN/CP	Police Department	\$3,520	50%	8/31/2024	HCMA	Funds approved by DOJ via MSP
DNR TF '22		MN/?	DEL Take-out Renovation	\$300,000	\$302,600	TBD	HCMA	Approved for funding; waiting on project agreement
Fed. Community Project via DOT		MN/SP	Liv. Co. Connector Trails Design	\$900,000	-	9/30/2026	HCMA	Funds to come thru MDOT; press event w/ Congresswoman Slotkin 2/13
Erb Family Foundation		MN	Partnership w/DZS across staff areas	\$100,000	-	1/31/2024	DZS	Grant submitted by DZS, to develop a strategic partnership plan over 3-day wkshp
DNR Iron Belle Trail	50529.126	JB/MH	LH IBT Design Engineering	\$82,075	\$23,400	9/1/2023	HCMA	Extension received for field engineering
LWCF '19	51220.241	JB	LE Kayak Launch	\$122,500	\$122,500	6/1/2024	HCMA	Project Agreement Signed
TAP Grant		JB	SC 26-Mile Connector Trail	\$214,455	\$43,000	12/31/2021	Macomb Co	Liquidated damages letter sent to contractor
Ralph C. Wilson Jr. Foundation		JB	Southern District	\$2,682,755	-	6/15/2023	MF	Annual report submitted
EGLE Non point source	50220.696	JB	LSC Beach	\$300,000	\$100,000	12/31/2023	HCMA	Woody veg was brush hogged this winter. Avian data complete for 2022.
EGLE - Recycling		JB	Western & Southern Districts	\$48,816	\$12,204	9/29/2023	HCMA	4th quarterly report submitted
MNRTF '20	50621.499	JB	LH IBT	\$300,000	\$416,766	6/1/2023	HCMA	Under construction
LWCF '20	506-21-501	JB	LH Off-Leash Dog Area	\$165,400	\$165,400	6/30/2025	HCMA	Ready for design
Healthy Catalyst		JB	Adaptive Kayak equipment	\$2,950	\$0	10/30/2020	HCMA	\$166 left to spend. Trained Kensington staff on 8/6
NOAA/Great Lakes Commission		JB/TM	Lake Erie Shoreline Restoration	\$1,449,609	\$135,194	extended	HCMA	Contractor selected
Renew MI - DRFC		JB	DRFC	\$1,000,000	N/A	4/30/2022	HCMA	Third quarterly report submitted
MCMP		JB	LSC Accessible Launch	\$194,863	\$194,863	12/31/2022	HCMA	Site meeting on 1/25 to close out grant
Green Macomb (sub recipient)		JB	20 Trees at Stony Creek	\$3,000		12/31/2022	HCMA	Reimbursable at \$150/tree. Gary/Steve to develop plan
Green Macomb (sub recipient)		JB	LSC Tree Plantings	\$3,750	in-kind	9/12/2022	HCMA	Reimbursement for \$150/tree, for 25 trees.
DTE Foundation	90022.1151	JB	Tree plantings at HMI & WMI	\$4,000	\$4,000	Spring 2023	HCMA	Grant agreement signed. Need to substitute some Sugar Maples
LWCF 2022		JV	LSC West Boardwalk	\$500,000	\$500,000	2025ish	HCMA	Project agreement to come in late 2023
LWCF 2022		JV	Stony Creek Reflection Trail	\$500,000	\$500,000	2025ish	HCMA	Project agreement to come in late 2023



To: Board of Commissioners  
From: Jennifer Jaworski, Chief of Interpretive Services  
Subject: Report – Interpretive Services Department Monthly Update  
Date: 1/31/2023

**Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file Interpretive Services Department Monthly update as recommended by Chief of Interpretive Services Jennifer Jaworski and staff.

**Attachment: Monthly Interpretive Services Department Update**





# HURON-CLINTON METROPARKS

## INTERPRETIVE SERVICES MONTHLY REPORT

February 2023

Administrative Office  
13000 High Ridge Drive  
Brighton, MI 48114



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



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# COMMUNITY ENGAGEMENT

## New:

- **Facilitated a Virtual Community with Eliza Howell Detroit Park advocates.**
  - Eliza Howell advocates/Sidewalk Detroit asked if the Metroparks will help write 7 interpretive signs to be install along the trail.
    - 10 community members participated in an interpretive master plan community meeting.
    - 2 activities were conducted to gain a better understanding of what the community would like to see in the park.
      - One activity utilizes mentimeter to formulate a word cloud. Community advocated listed words that describe the park.
      - Second activity activate the words into “buckets” to gain understanding of each of the words.
    - Next Steps:
      - Youth community engagement activity in early February.
- **O’Hair Park/ Pitcher Woods Nature Area**
  - Met with advocates from the O’Hair Park Community Association. O’Hair is in the NE corner of the Brightmoor Neighborhood of Detroit, about 12 minutes and on a diagonal SE to NW from Eliza Howell. O’Hair/Pitcher Woods Nature Area share one border with Henry Ford High School. It’s approximately 20 acres of really high-quality woods with a maintained trail and some older interpretive signage about plants, birds, etc.
  - They are interested in:
    - An outdoor classroom- I verified that what they are looking for isn’t actually a structure but just an opening or clearing with stump seating that teachers and students could use for learning and exploring
    - Updating/replacing interpretive signage and having an informational kiosk (possibly 2) built.
    -
- **Staff led training session on “Serving Seniors Successfully” at Association of Nature Center Administrators (ANCA)**

# PROGRAMMING

Below highlights the programming held at each of the Interpretive Centers as well as programming conducted by the Community Outreach Interpretive staff.

## School Programming at Interpretive Center

Number of school programs: 65  
Number of students: 1,494 students

## Public Programming

Number of programs: 85  
Number of participants: 784 participants

## Outreach Programming

### School Programs

Number of school programs: 61  
Number of students: 1454

### DPSCD Supplemental Science Lessons and After-School Science Clubs:

21 programs and 443 students

### Senior Programs:

Number of Senior Centers: 10  
Number of participants: 213

### Events

Number of events: 4  
Number of participants: 551



Hydroponic program



Three Fires program



Clark Park Winter Carnival

# GRANTS

## Ongoing:

- **Four County Community Foundation**  
**Experiential Learning with Wolcott Mill - 2022/2023**  
**Experiential Learning with Stony Creek - 2022/2023**

All of the funding in the grant have been encumbered at both Wolcott Mill Farm Center and Stony Creek Nature Center. All programs will be completed by end of June.

- **PNC: Growing Excitement for Science in Early Learners**
- **Young Foundation: Growing Excitement for Science in Early Learners**

Alison Groulx, Lisa Parsons and Lori Clough from the Eastern District Community Outreach Team developed pre-visit videos for preschool groups awarded the PNC Growing up Great grant this school year. In total 8 pre-visit videos were developed. These educational videos introduced the presenters and the upcoming topic to the students prior to their classroom visit. An interactive activity is also included in each pre-visit video.

All of the monies from the PNC Growing up Great grant as well as the Young Foundation grant have been awarded to qualifying schools. Schools that qualify have at least 50% of their student population participating in the Federal Free and Reduced Lunch program. All of the schools, teachers and students greatly appreciate the free programs coming to their school and classroom.







To: Board of Commissioners  
From: Artina Carter, Chief of Diversity, Equity and Inclusion  
Subject: Report – DEI Monthly Update  
Date: February 1, 2023

**Action Requested: Motion to Receive and File**

That the Board of Commissioners receive and file the February 2023 DEI report as recommended by Chief of Diversity, Equity and Inclusion Artina Carter and staff.

**Attachment: DEI Report**

# DEI DEPARTMENT

## MISCELLANEOUS

- Closed out 2022
- 2023-2026 DEI Plan development
- Worked with Training Consultant on Tier 2 (Managers and Supervisors) training
- First session of two-part Management DEI training sessions was held on January 18<sup>th</sup> and was attended by 51 people
- Participated in interview panels
- Attended DZS Partnership meeting
- Attended Program Committee Advisory Team meetings
- Attended the Metroparks and Great Start Wayne Co. meeting
- Started the coordination of Tier 1 training

## CROSS-DEPARTMENT SUPPORT

- Active membership on the Program Steering Committee
- Attended two Climate Action Plan (CAP) workshops to discuss focus group and survey data and begin prioritizing themes and goals for the plan
- Wrapped Police DEI training

## COLLABORATIONS

- Program Steering Committee participation
- Participated in MLK 101 activities with the Howell Carnegie Library and the Livingston County Diversity Council
  - **MLK 101: *King Crusader* at Howell Carnegie Library was attended by 75 in-person attendees and 25 online streamers**
- Completed contract for the MLK 101 speaker (Tiffany Gill)



Pic above-MLK 101 Audience; Below Danielle Macon (DEI Support Specialist) with artists.





**Upcoming MLK 101 Event Details:*****Thursday, February 2, 2023 @ 7:00 pm – 9:30 pm Location: Historic Howell Theatre***

As part of our **MLK 101 Series**, Huron-Clinton Metroparks, [Livingston Diversity Council](#) and [Howell Carnegie District Library](#), is bringing a free community screening of the 2018 documentary film “I am MLK, Jr.” to the [Historic Howell Theater](#). This documentary explores the life of Dr. Martin Luther King, Jr. and his impact on civil rights through the present day. Following the film, we will hear from expert panelists representing academia, grassroots activism, and what the fight for civil rights looks like today.

***Thursday, March 9, 2023 @ 5:00 pm – 6:00 pm Location: Zoom <https://us02web.zoom.us/j/87258689885>***

As part of the MLK 101 Series, Dr. Tiffany Gill, PhD will deliver a 30-minute presentation on Black Women’s activism in the Civil Rights Movement followed by a 30-minute Q&A session.

***Saturday, April 22, 2023 @ 6:00 – 7:30 pm. Location: Howell Carnegie District Library***

As part of our MLK 101 Series, the Huron-Clinton Metroparks in partnership with the Livingston Diversity Council and Howell Carnegie District Library brings live gospel music to the library in an after-hours event! This concert features a gospel choir directed by Lynn Williams and honors the life of Martin Luther King, Jr. and the legacy of the civil rights movement. It reflects on gospel music’s cultural and historical significance and advocacy for equality and freedom, featuring song selections from 1954 – 1968. Light refreshments will be served. This event is recommended for ages 13 and up.



This is US!!







To: Board of Commissioners  
From: Sarah Plumer, Chief of Planning and Development  
Project Title: Title IX Plaza Presentation  
Location: Dexter-Huron Metro Park  
Date: February 9, 2023

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the proposed Title IX Plaza design and placement at Dexter-Huron Metropark as recommended by Chief of Planning and Development Sarah Plumer and staff.

**Summary:** The Title IX Plaza will be located along the Border-To-Border trail in Dexter-Huron Metropark. The design of the plaza will be accessible and the design includes materials that reflect the natural surroundings. The plaza will be a place where people can visit, take a rest and learn about local women athletes and the barriers they overcame. Metroparks staff have been involved through the development of this proposed design, by attending meetings, visiting the site and providing input.

**Fiscal Impact:** None

**Background:** The plaza's purpose is to celebrate the importance of Title IX, honor the life and legacy of Karen McKeachie, and serve as a source of inspiration and discovery to trail users.

**Attachment:** Presentation Slides



To: Board of Commissioners  
From: Danielle Mauter, Chief of Marketing and Communications,  
Sarah Plumer, Chief of Planning and Development  
Project Title: Report – Cross Departmental Data Review  
Date: February 9, 2023

**Action Requested: Motion to Receive and File**

That the Board of Commissioners receive and file the Cross-Departmental Data Review as presented by Chief of Marketing and Communications Danielle Mauter and Chief of Planning and Development Sarah Plumer and staff.

**Summary:** Chief of Marketing and Communications Danielle Mauter and Chief of Planning and Development Sarah Plumer will give a joint presentation to the Board highlighting visitor pass scan data and trends from Summer 2022.



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Travis Grubb, Senior Buyer  
Project No: RFP 2022-034  
Project Title: Fireworks Displays  
Location: Stony Creek, Willow, Kensington, Lake Erie  
Date: February 1, 2023

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the award of RFP 2022-034 for fireworks displays at Stony Creek, Willow, Kensington, and Lake Erie to American Fireworks of Hudson, Ohio in the amount of \$53,000. The contract will be for a period of three years with up to five, one-year renewal options.

**Fiscal Impact:** Funds will come from the Board approved 2023 budget, which allowed a total of \$53,000 for these services.

**Scope of Work:** The selected contractor shall carry out each of the four specified shows annually and will be responsible for all transportation, equipment, setup, and cleanup of fireworks, including the proper handling and disposal of any unfired and/or unexploded material. The contractor shall always allow the local Fire Department total access to its operation on the day of the displays and will be responsible for restoration of grounds damaged due to setup or clean-up of any portion of the work under the contract.

**Process:** HCMA issued RFP 2022-034 on December 7, 2022. The solicitation documents were posted on the Michigan Intergovernmental Trade Network (MITN) website, which provided notice to 53 vendors. Nine vendors downloaded the solicitation and two submitted a proposal.

The proposals were evaluated in depth by an evaluation committee consisting of the HCMA Deputy Director, the District Superintendents, and staff from the Police Department. After completing the evaluation process, the evaluation committee reached consensus that American Fireworks submitted the most responsive and responsible proposal.



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Shedreka Miller, Chief of Finance  
Subject: Report – 2022 Yearend Financial Review  
Date: February 1, 2023

**Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file this report as recommended by Chief of Finance Shedreka Miller and staff.

**Attachment: 2022 Yearend Financial Review**



# HURON-CLINTON METROPARKS YEAR END FINANCIAL RECAP

DECEMBER 2022

Administrative Office  
13000 High Ridge Drive  
Brighton, MI 48814



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







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# EXECUTIVE SUMMARY

## 2022 GENERAL FUND FINANCIAL RESULTS

Total general fund revenue exceeded 2021 revenue by \$996,000 or 1.7%. Park operating revenue was lower than 2021 revenue by \$84,000 or 0.3%. There were a few uncontrollable events that happened during 2022 which negatively affected operating revenue. For example, there were traffic delays due to I-96 construction, partial park closures due to storm damage and beach closures due to a chromium spill. It is quite impressive that operating revenue is only \$84,000 lower than 2021 considering the unforeseen circumstances in 2022. The largest sources of the increase in operating revenue were golf, interpretive, and aquatic facilities. These sources alone provided an additional \$521,000 in revenue.

Total general fund expenditures were \$988,000 or 1.8% higher than 2021 figures. Park operating and administration expenses increased \$433,000 (1.2%) and \$101,000 (1.8%) compared to 2021. This year, the Metroparks implemented a graduated summer bonus for seasonal employees. Seasonal employees earned over \$558,000 in bonus funds in 2022. As a result of the bonus, there was an increase in the number of seasonal employees and more employees stayed until the end of the season.

The net result is an increase of \$3.4 million for the year. This is a \$13.2 million increase compared to the budgeted use of fund balance of \$9.8 million. The resulting Unassigned Fund Balance is \$24.7 million or 41.6% of 2022 budgeted revenue. Overall, 2022 was a good year for the Metroparks.

# ADMINISTRATIVE REVENUE

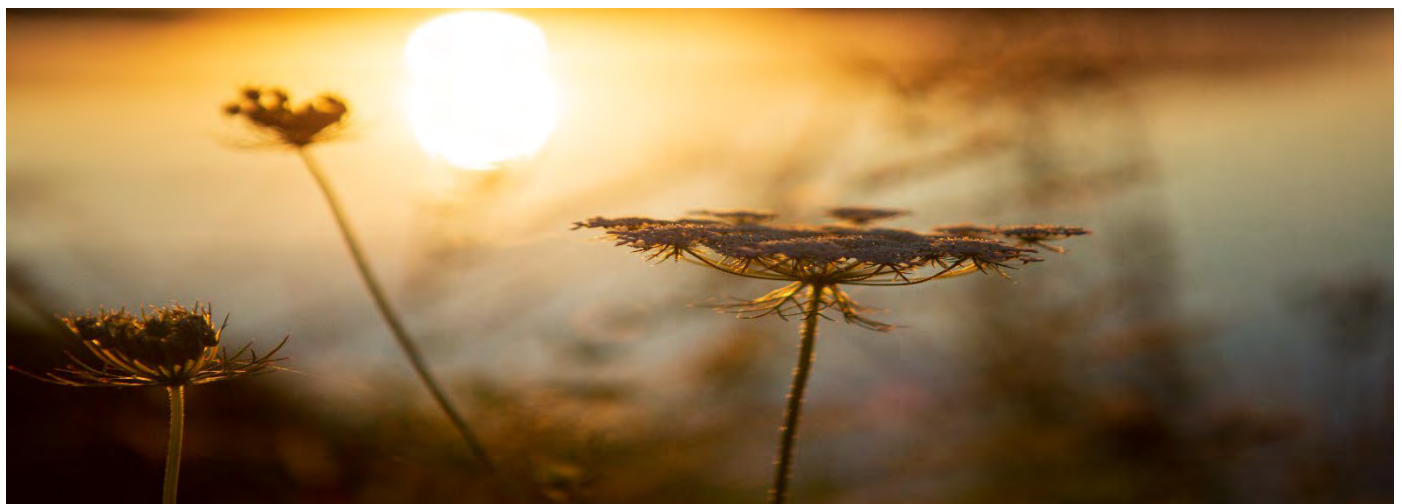
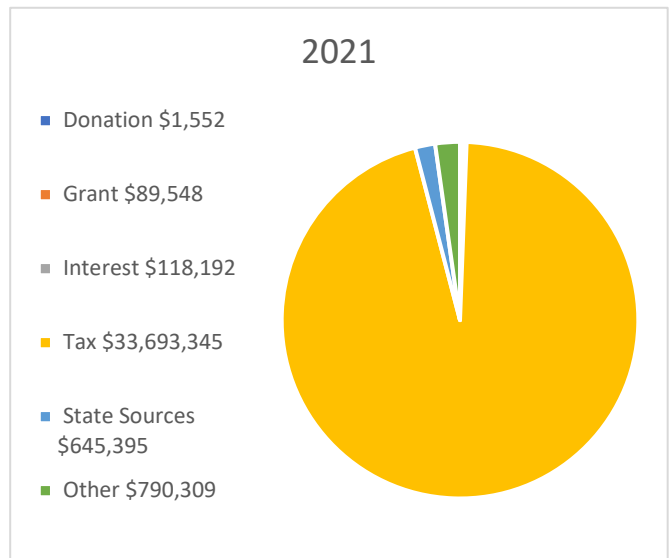
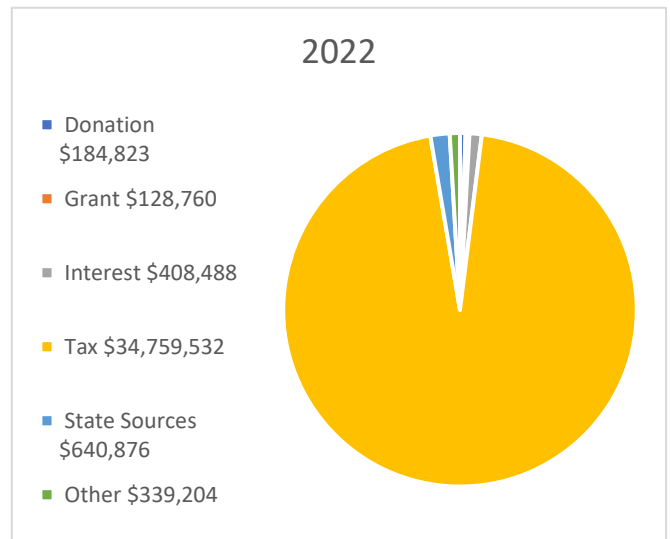
Metroparks administrative revenue consists of all revenue sources that are not generated directly by park operations. Tax revenue produces approximately 95% of this. Interest, grants, donations, sale of surplus, state funding, rebate programs and proceeds from agreements related to insurance generate the remaining funding.

In 2022, tax revenue exceeded the original budget by \$101,000. It also exceeded 2021 figures by \$1.1 million or 3.1%. All other areas exceeded the budget except state funding.

Interest earnings increased by \$290,000 compared to 2021 and revenue received from the State of Michigan related to industrial personal property taxes decreased by \$4,500. Donations and Foundation Support increased by \$587 and \$183,000 compared to 2021.

Grant revenue earned in 2022 came in \$39,000 higher than 2021.

The net result is an increase of \$1.1 million or 3.2%.



# PARK OPERATING REVENUE

## BY LOCATION

The Metroparks track operating revenue by three districts and nine distinct park locations within those districts as well as the administrative office which processes on-line sales.

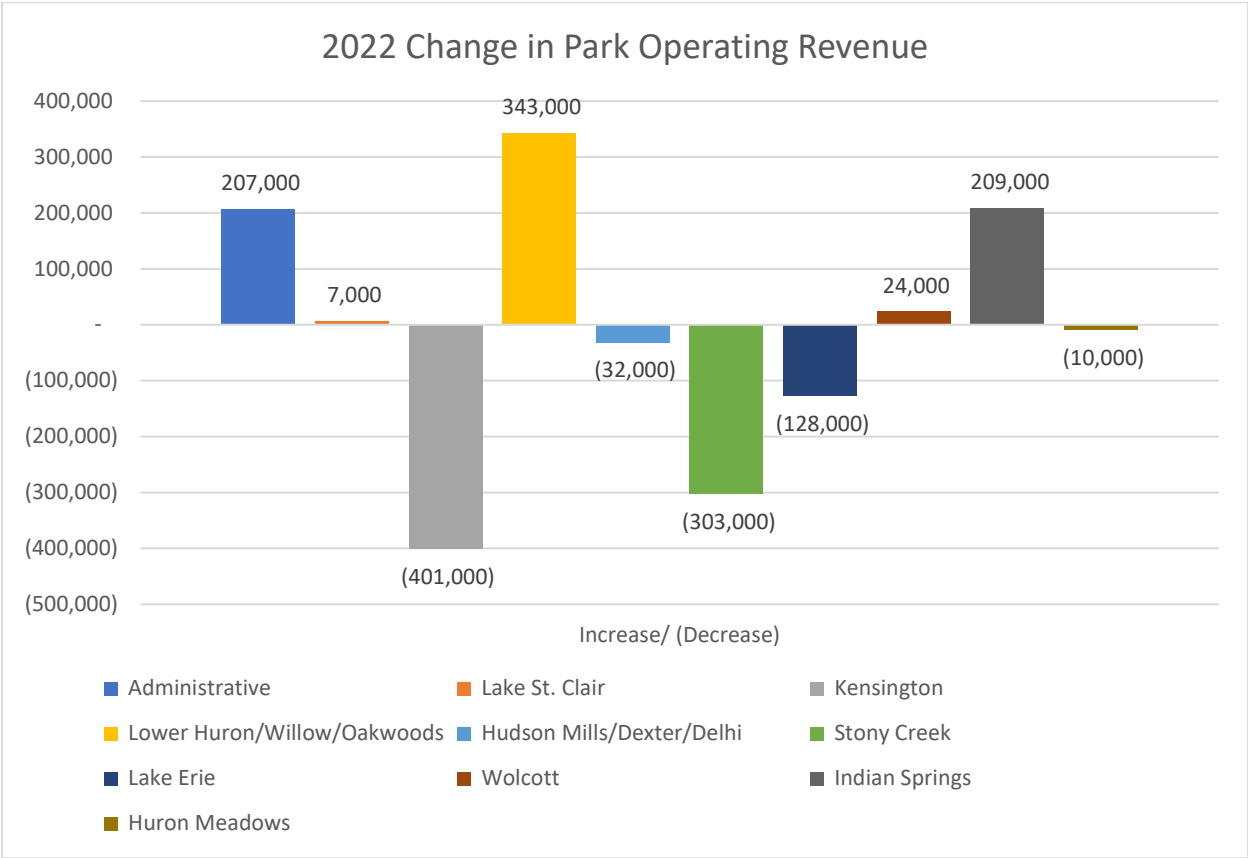
Each location varies in size and amenities offered but all locations are primarily large, day-use parks located adjacent to the Huron or Clinton Rivers or one of their tributaries.

During 2022 the operating revenue declined \$84,000 or 0.3% compared to 2021.



Drilling into revenue by location, the variance between 2022 and 2021 figures range between an increase of \$343,000 and a decrease of \$401,000.

Lower Huron, Willow and Oakwoods produced the highest change in revenue of \$343,000. Indian Springs showed an increase of \$209,000. Significant decreases were also produced by Kensington (\$401,000) and Stony Creek (\$303,000).



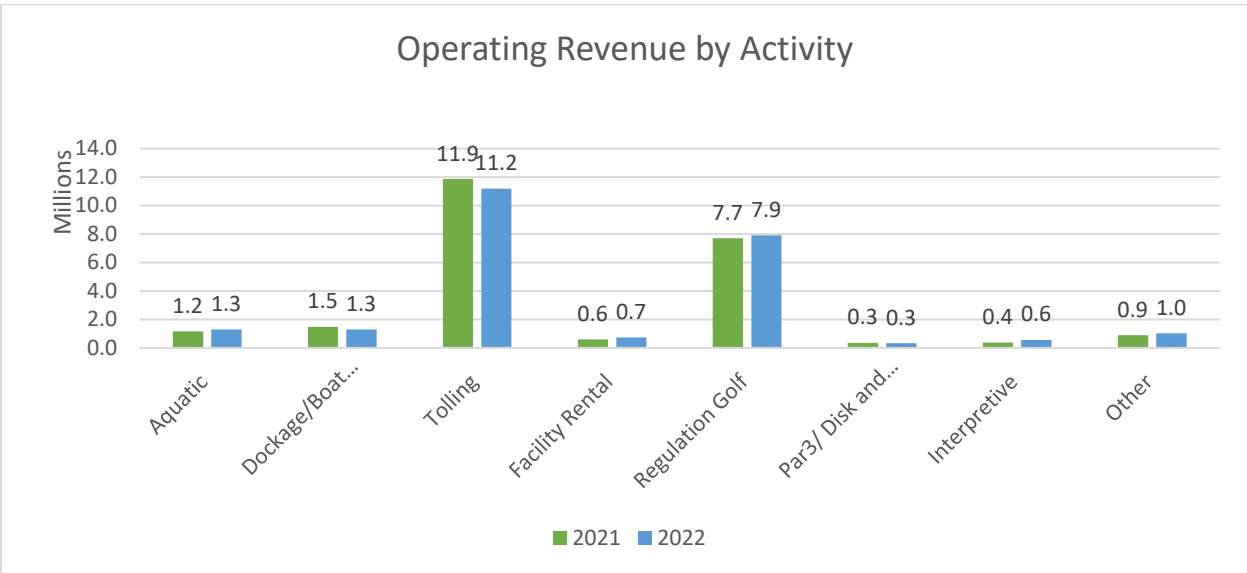
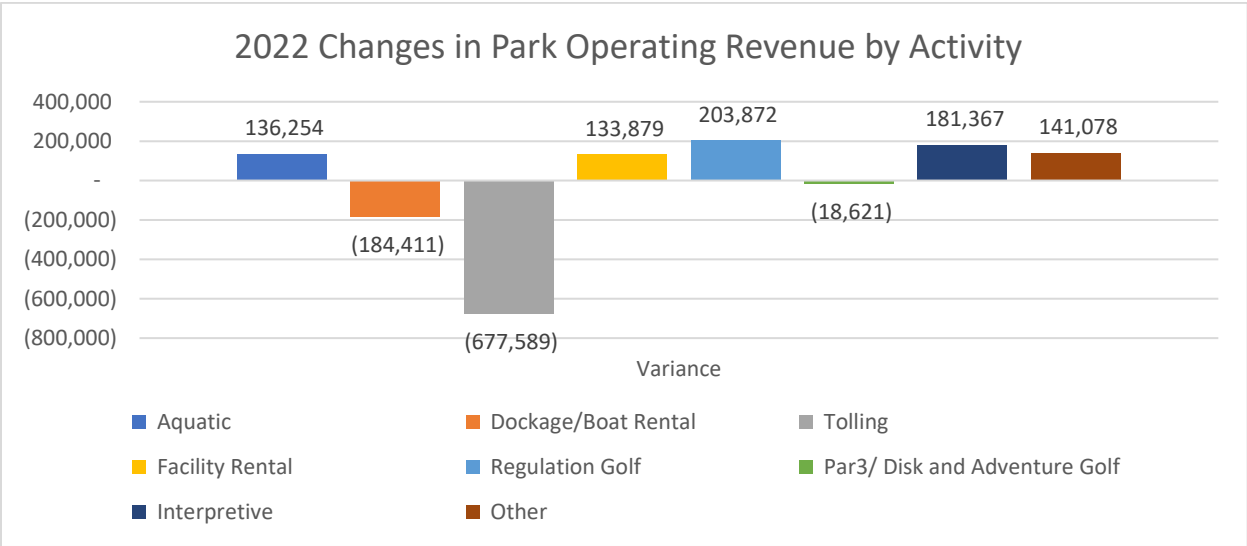
# BY ACTIVITY

In addition to tracking revenue by location, Metroparks also track revenue (and expenditures) by specific cost centers known as activities. Some activities have both revenue and expenditures associated with their operations, such as pools, golf courses or interpretive facilities. Some only have expenditures such as police or administrative. While it is expected that some activities will cover their direct expenses it is recognized that many do not but are intended to be supported by tax revenue or other sources as a service to the greater public.

The most significant source of operating revenue for 2022 is tolling. Tolling revenue was \$11.2 million or \$678,000 lower than 2021.

The second largest source of operating revenue is golf. Golf revenue remained strong in 2022. The revenue across all courses generated \$7.9 million and outperformed the 2021 results by over \$204,000. Golf revenue also exceeded the 2022 budget by over \$1.2 million.

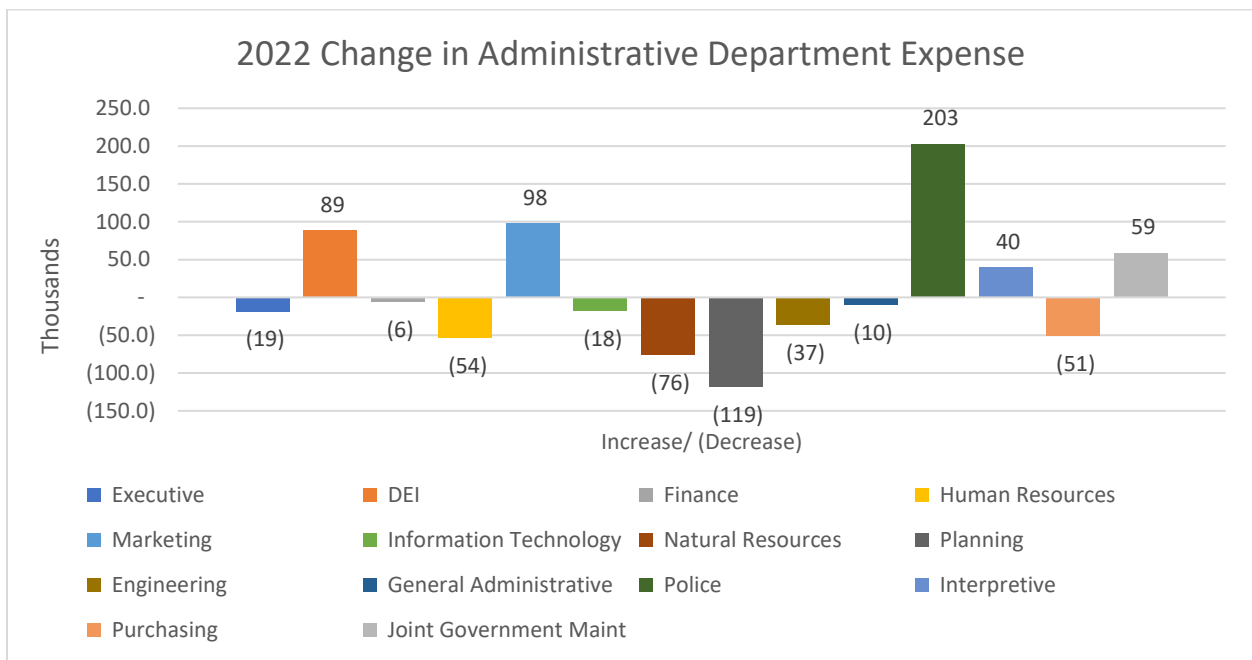
Aquatic, interpretive, and facility rental revenue increased by 136,000, 181,00 and 134,000 compared to 2021 figures.



# ADMINISTRATIVE EXPENSE

Moving into a review of the expense side of the ledger, the Administrative Office expenses for 2022 rose by \$101,000 or 1%. The original 2022 budget expected an overall increase in the Administrative Office expenses of \$2.2 million, however, the actual results came in \$2.1 million lower.

The main drivers related to the change in administrative expenses are police and planning. Changes related to full-time wages/benefits for police and planning make up 83% of the total variance.



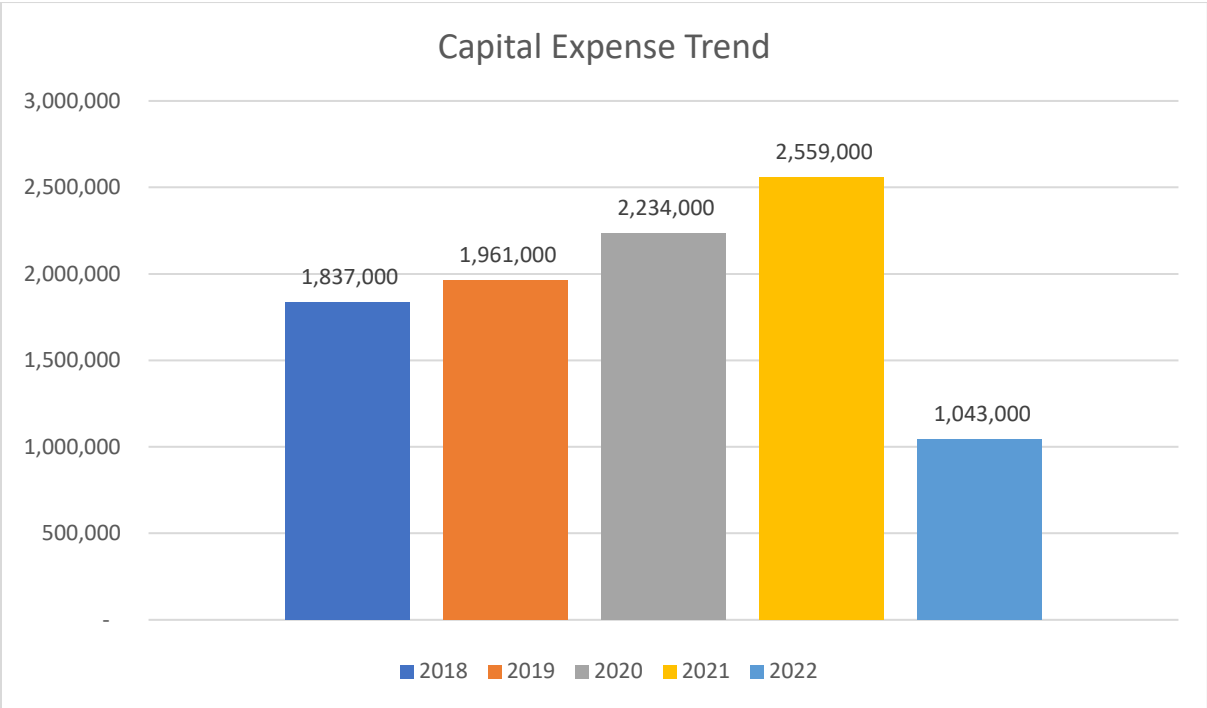
# CAPITAL EXPENSE

Revenue and expense related to Capital Improvement Projects are tracked in the Capital Project Fund. Capital Expenses tracked within the General Fund are limited to land acquisition and the purchase of moveable equipment which has a unit price more than \$5,000.

There were no land acquisitions completed in 2022. Currently there is just under \$4.7 million committed for land acquisitions. Per Board direction, all land sale proceeds are committed for future land acquisition.

Capital Equipment purchases in 2022 totaled \$1.0 million, which came in lower than the original and amended budget figures. This amount also reflects a decrease of \$727,000 or 41.1% compared to 2021 expenditures. It is also lower than the five-year average of \$1.9 million spent annually.

Supply chain issues experienced in 2022 contributed to the decrease in capital equipment purchases.





# MAJOR MAINTENANCE

Major Maintenance Projects are projects that exceed \$10,000, are generally expected to be completed within an operating calendar, are not frequent in nature and may maintain but do not create a new or extend the life of a capital asset. A good example is a roof replacement. It is needed every 25 years or so for a building to reach its expected life, but it does not extend the useful life of the building beyond what the building would normally have.

These costs are part of operations, in a financial sense, but are segregated so that the more typical annual operating costs may be analyzed and managed more readily.

In 2022 \$1.1 million was spent on thirty-six separate projects. The 2022 project work was \$1.3 million or 54.3% lower than the 2021 project expenditures of \$2.4 million. The decrease in project expenditures is primarily related to projects being postponed due to high costs and supply chain issues. Some of the more significant projects worked on in 2022 were:

1. Kensington – Island Road Repairs	\$320,604
2. Lake St Clair – Fishing Pier Replacements	\$204,723
3. Kensington – Golf Course Pump Control Panels	\$99,131
4. Lower Huron – Replacement of Starter Tub – Turtle Cove	\$55,752
5. Lake St Clair – Beach Soil/Containment Removal	\$49,250
6. Wolcott – Door Replacement for Dairy Barn	\$47,207
7. Stony Creek – Stormwater Drainage Repairs - Culverts	\$39,920
8. Lower Huron – Replacement of VFD Panels – Turtle Cove	\$33,547



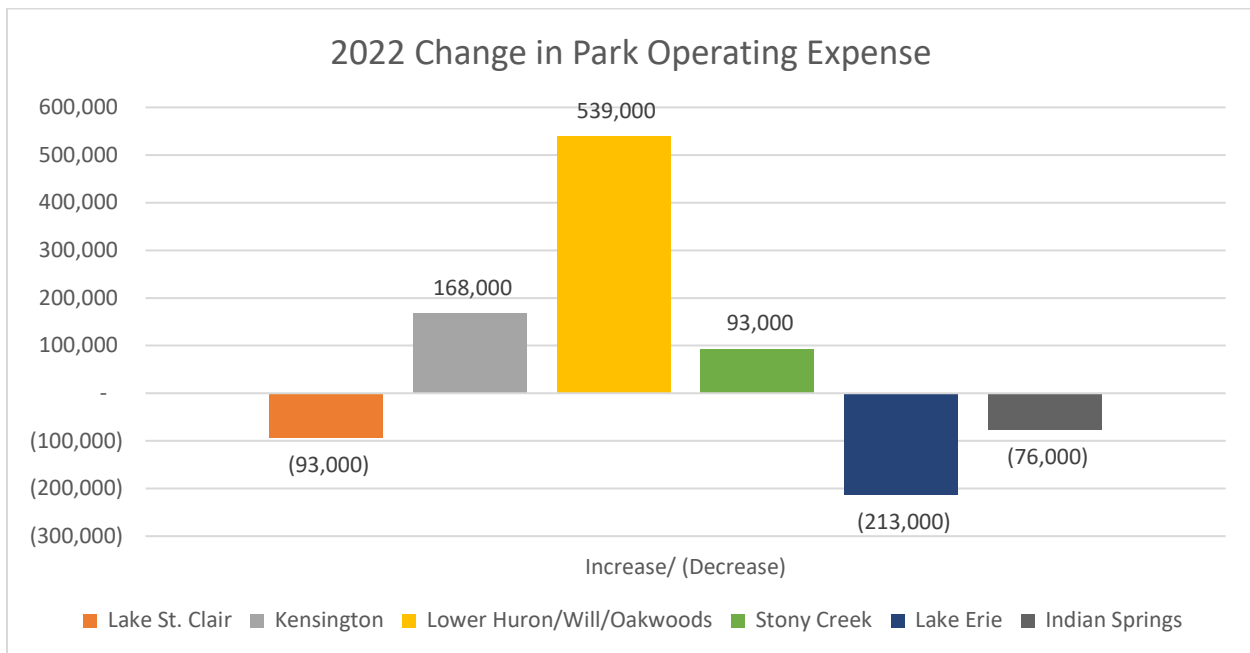
# PARK OPERATING EXPENSE

## BY LOCATION

2022 park operating expenses in total increased \$433,000 or 1.2% compared to 2021. A portion of the increase in operating expenses are related to the graduated summer bonus for seasonal employees. Some of the parks were able to hire and retain more seasonal employees because of the bonus.

Lower Huron, Willow and Oakwoods has the largest increase in expenses compared to 2021. \$275,000 or 51% of the total increase is related to the Turtle Cove Waterpark facility. In 2021, Turtle Cove opened later in the season due to staffing shortages. This was not the case in 2022. As a result, Turtle Cove opened at least a month earlier compared to 2021. This would explain the significant increase in expenses related to the facility.

The chart below displays the variance in park operating expense between 2022 and 2021 for the parks with a significant change. The following parks had a minor change and were not included to make the chart easier to read. They are Administration Office, Hudson Mills/Dexter/Delhi, Wolcott Mill, and Huron Meadows.



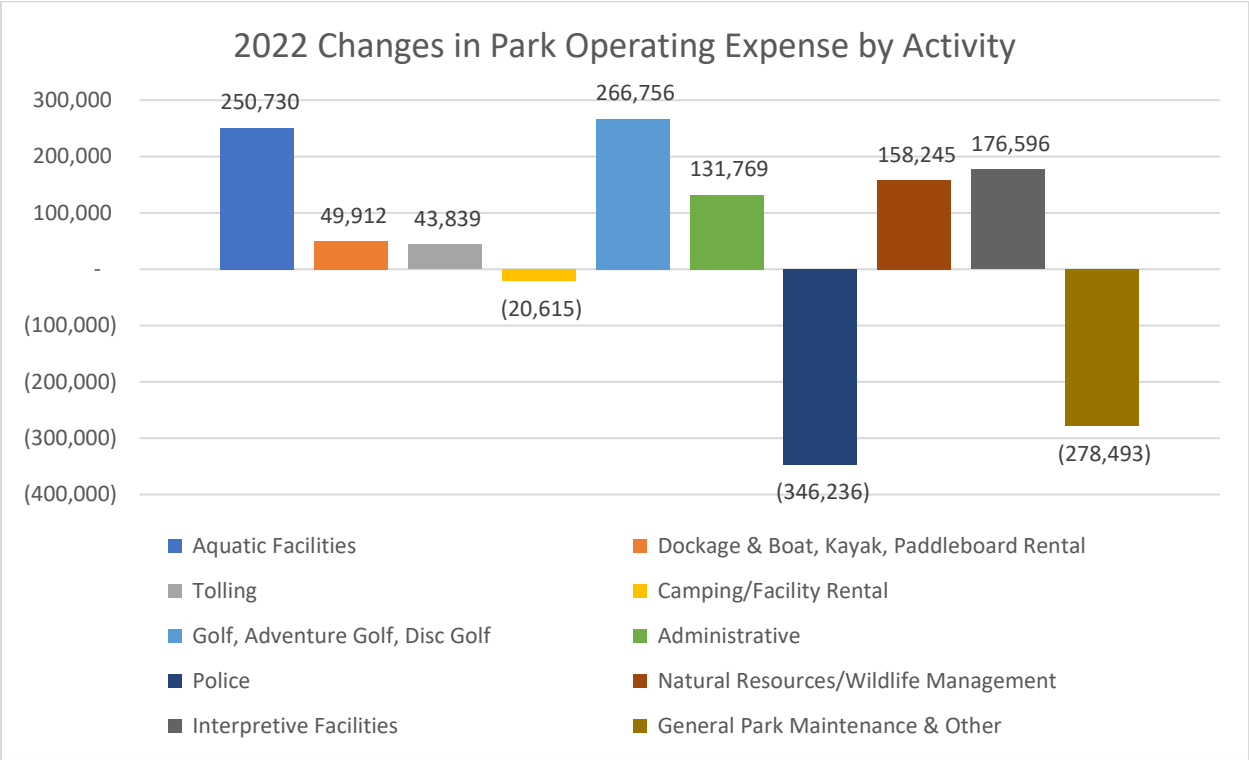
# BY ACTIVITY

As discussed earlier, the Metroparks uses a cost center known as an activity to track and report both revenue and expense. Looking at park operating expenses by these activity centers illuminates some of the impacts of the pandemic on expense.

Looking at activities for 2022, the variance in operating expenditures between 2022 and 2021 ranges between an increase of \$267,000 and a decrease of \$346,000.

The golf category shows the highest increase in expenses compared to 2021. The revenue for golf increased in 2022 and we would expect for related expenses to increase as well.

The police department shows the highest decrease in expenses compared to 2021. \$272,000 or 79% of the total change is related to employee wages and benefits.



# FUND BALANCE

The Metroparks Board policy for unassigned fund balance created a target range of 25 to 30% of budgeted general fund revenue. At 12/31/2022 the 2023 budgeted general fund revenue totals \$61.0 million. This produces a range of roughly \$15.2 to \$18.3 million. The policy provides that unassigned fund balance outside of that target range will have further review.

The unassigned fund balance has exceeded the target range since the policy was approved. At the beginning of 2022 it totaled \$26.1 million. During 2022 there were two significant changes to fund balance.

1. The Board of Commissioners approved moving \$4.0 million out of unassigned fund balance for the naming rights of the Ralph Wilson Park.
2. The revenue generated in the general fund exceeded the expenses charged to the general fund by \$3.4 million.

The result is an unassigned fund balance at 12/31/2022 which totals \$24.7 million, a decrease of \$1.4 million.







## HURON-CLINTON METROPOLITAN AUTHORITY

### General Fund

### Changes in Fund Balance



	Original 2022 Budget	Amended 2022 Budget	12/31/2022	Prior Year 12/31/2021	Difference	% Change	2022 Remaining Balance
<b>Revenues</b>							
Property taxes	\$ 34,642,523	\$ 34,759,532	\$ 34,759,532	\$ 33,693,345	\$ 1,066,187	3.16%	\$ -
Park operations	23,303,338	23,295,188	24,124,634	24,293,442	(168,808)	-0.69%	(829,446)
Administrative Office operations	179,500	226,256	198,804	640,659	(441,856)	-68.97%	27,452
Grants	52,500	68,160	128,760	89,548	39,212	100.00%	(60,600)
State Sources	645,000	645,000	640,876	645,395	(4,519)	100.00%	4,124
Donations	10,220	39,048	151,651	45,935	105,716	230.14%	(112,603)
Foundation Support	40,000	174,151	215,972	53,781	162,192	301.58%	(41,821)
Interest	100,000	100,000	369,113	118,192	250,922	212.30%	(269,113)
Sale of capital assets	100,000	100,000	140,400	149,650	(9,250)	0.00%	(40,400)
Transfer In	-	191	191	43,041	(42,850)	0.00%	-
<b>Total revenues</b>	<b>59,073,081</b>	<b>59,407,526</b>	<b>60,729,933</b>	<b>59,772,987</b>	<b>956,946</b>	<b>1.60%</b>	<b>\$ (1,322,407)</b>
<b>Expenditures</b>							
Capital	2,173,990	5,281,131	1,042,734	2,559,104	(1,516,371)	-59.25%	4,238,397
Major maintenance	3,978,705	3,927,891	1,091,481	2,387,447	(1,295,966)	-54.28%	2,836,411
Park operations	38,657,850	38,978,017	36,607,894	36,204,286	403,609	1.11%	2,370,123
Administrative office	12,324,194	12,587,398	10,197,949	10,096,921	101,028	1.00%	2,389,449
Transfer Out	7,166,473	8,408,482	8,408,482	5,141,398	3,267,084	0.00%	-
<b>Total expenditures</b>	<b>64,301,212</b>	<b>69,182,919</b>	<b>57,348,539</b>	<b>56,389,155</b>	<b>959,384</b>	<b>1.70%</b>	<b>11,834,380</b>
<b>Net changes in fund balance</b>	<b>\$ (5,228,131)</b>	<b>\$ (9,775,393)</b>	<b>\$ 3,381,394</b>	<b>\$ 3,383,832</b>	<b>\$ (2,438)</b>	<b>-0.07%</b>	
Fund balance, beginning of year	48,658,674	48,658,674					
<b>Fund balance, end of year</b>	<b>\$ 43,430,543</b>	<b>\$ 38,883,281</b>	<b>52,040,068</b>		<b>\$ (4,547,262)</b>	<b>-10.47%</b>	



# General Fund Balance Sheet

Through 12/31/22  
Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
Fund Category <b>Governmental Funds</b>				
Fund Type <b>General Fund</b>				
Fund <b>10 - General Fund</b>				
<b>ASSETS</b>				
<i>ASSETS</i>				
<i>CASH</i>				
Comerica Bank/Park Acct (LSC)	18,854.61	11,850.89	7,003.72	59.10
PNC Bank (KMP)	15,112.23	17,123.65	(2,011.42)	(11.75)
PNC Bank (W/LH)	7,970.00	7,770.00	200.00	2.57
PNC Bank (HM/IS)	13,299.40	11,680.25	1,619.15	13.86
Huntington Banks Of Mich (SC)	15,746.64	13,811.93	1,934.71	14.01
Comerica Bank/Park Acct (LE)	11,936.78	11,684.68	252.10	2.16
Comerica Bank/Operating	1,068,523.69	1,095,037.18	(26,513.49)	(2.42)
Petty Cash	3,250.00	3,250.00	.00	.00
Change Funds	32,500.00	31,650.00	850.00	2.69
Comerica Flexible Spending Account	29,944.23	25,848.93	4,095.30	15.84
<i>CASH Totals</i>	<u>\$1,217,137.58</u>	<u>\$1,229,707.51</u>	<u>(\$12,569.93)</u>	<u>(1.02%)</u>
<i>INVESTMENTS</i>				
Bank of Ann Arbor/CD	3,002,450.25	1,000,101.38	2,002,348.87	200.21
Flagstar Bank/C.D.	3,531,351.26	3,524,623.68	6,727.58	.19
Michigan First Credit Union/C.D.	4,046,421.19	4,049,436.47	(3,015.28)	(.07)
Public Service Credit Union	.00	2,104,749.94	(2,104,749.94)	(100.00)
CIBC Bank/C.D.	2,995,448.91	2,981,381.51	14,067.40	.47
1St Independ Natl Bk/C.D.	1,001,300.97	1,000,750.86	550.11	.05
Comerica Bank Govt Fund	7,225,335.64	7,142,253.32	83,082.32	1.16
Fifth Third Bank/C.D.	.00	1,000,000.00	(1,000,000.00)	(100.00)
Comerica-Business Money Market	1,297,790.62	1,293,121.24	4,669.38	.36
Chelsea State Bank/CD	.00	4,003,003.27	(4,003,003.27)	(100.00)
Horizon Bank CD	1,400,000.00	500,174.52	899,825.48	179.90
Huron Valley Bank CD	3,507,678.91	500,635.62	3,007,043.29	600.65
Liberty Bank CD	3,009,841.20	4,005,284.60	(995,443.40)	(24.85)
Horizon Bank Money Market	256,822.16	3,001,795.78	(2,744,973.62)	(91.44)
First Merchants Bank/CD	.00	500,000.00	(500,000.00)	(100.00)
U S TREASURY/AGENCIES	17,930,162.51	10,449,600.00	7,480,562.51	71.59
<i>INVESTMENTS Totals</i>	<u>\$49,204,603.62</u>	<u>\$47,056,912.19</u>	<u>\$2,147,691.43</u>	<u>4.56%</u>
<i>TAXES RECEIVABLE - COUNTIES</i>				
Livingston County	11,414.56	6,632.42	4,782.14	72.10
Macomb County	24,738.34	28,404.46	(3,666.12)	(12.91)

# General Fund Balance Sheet

Through 12/31/22  
Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
Fund Category <b>Governmental Funds</b>				
Fund Type <b>General Fund</b>				
Fund <b>10 - General Fund</b>				
<b>ASSETS</b>				
<i>ASSETS</i>				
<i>TAXES RECEIVABLE - COUNTIES</i>				
Oakland County	21,714.30	22,781.84	(1,067.54)	(4.69)
Washtenaw County	54,529.66	7,799.24	46,730.42	599.17
Wayne County	59,074.94	45,044.26	14,030.68	31.15
Next Year Tax Levy Recv All Counties	36,508,781.97	34,419,607.80	2,089,174.17	6.07
<i>TAXES RECEIVABLE - COUNTIES Totals</i>	<u>\$36,680,253.77</u>	<u>\$34,530,270.02</u>	<u>\$2,149,983.75</u>	<u>6.23%</u>
<i>OTHER ASSETS</i>				
Accounts Receivable-Other	788,375.10	693,214.21	95,160.89	13.73
Allowance Uncollect Taxes	.00	(29,000.00)	29,000.00	100.00
Due From Other Funds	1,501,095.54	1,153,103.11	347,992.43	30.18
Due From Grants	.00	26,674.74	(26,674.74)	(100.00)
Prepaid Expenditures	324,229.11	363,126.94	(38,897.83)	(10.71)
Self Insurance Retention Deposit	848,730.33	501,884.03	346,846.30	69.11
Warehouse Control	303,873.00	290,205.03	13,667.97	4.71
<i>OTHER ASSETS Totals</i>	<u>\$3,766,303.08</u>	<u>\$2,999,208.06</u>	<u>\$767,095.02</u>	<u>25.58%</u>
<i>ASSETS Totals</i>	<u>\$90,868,298.05</u>	<u>\$85,816,097.78</u>	<u>\$5,052,200.27</u>	<u>5.89%</u>
<b>ASSETS TOTALS</b>	<u>\$90,868,298.05</u>	<u>\$85,816,097.78</u>	<u>\$5,052,200.27</u>	<u>5.89%</u>
<b>LIABILITIES AND FUND EQUITY</b>				
<b>LIABILITIES</b>				
<i>LIABILITIES</i>				
<i>CURRENT LIABILITIES</i>				
Deferred Operating Revenue	122,157.42	124,168.13	(2,010.71)	(1.62)
Current Liabilities	.00	2,601.12	(2,601.12)	(100.00)
Vouchers Payable	390,078.21	641,290.12	(251,211.91)	(39.17)
Deposits Payable	30,900.00	20,100.00	10,800.00	53.73
Acc Payroll/Benefits Pay	1,419,308.54	766,371.02	652,937.52	85.20
Court Ordered W/H Payable	.00	2,664.83	(2,664.83)	(100.00)
Due To	136,350.37	331,778.75	(195,428.38)	(58.90)
Contract Retainage Payabl	.00	11,868.98	(11,868.98)	(100.00)
Federal Withhold Tax Pay	2.66	73,651.22	(73,648.56)	(100.00)
Social Security Tax Pay	2,007.63	109,655.24	(107,647.61)	(98.17)
State Income Tax Payable	.00	27,570.81	(27,570.81)	(100.00)
Union Dues Payable	.00	1,250.64	(1,250.64)	(100.00)

# General Fund Balance Sheet

Through 12/31/22  
Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
Fund Category <b>Governmental Funds</b>				
Fund Type <b>General Fund</b>				
Fund <b>10 - General Fund</b>				
<b>LIABILITIES AND FUND EQUITY</b>				
<b>LIABILITIES</b>				
<i>LIABILITIES</i>				
<i>CURRENT LIABILITIES</i>				
Deferred Compensation Payable	(33.44)	35,743.86	(35,777.30)	(100.09)
HMCP Foundation	(1,650.00)	.00	(1,650.00)	+++
State Sales Tax Payable	71.22	123.42	(52.20)	(42.29)
Deferred Revenue	36,719,656.25	34,978,679.94	1,740,976.31	4.98
Flexible Spending Account-Dep Care W/H	7,132.54	3,289.13	3,843.41	116.85
Flexible Spending Account-Health W/H	2,262.42	2,986.27	(723.85)	(24.24)
Health Savings Account W/H	.00	16,475.58	(16,475.58)	(100.00)
Emp DC Pension Contribution Payable	14.10	2,544.00	(2,529.90)	(99.45)
Emp DB Pension Contribution Payable	.00	3,191.61	(3,191.61)	(100.00)
Voluntary Dependent Life	(28.00)	1,418.65	(1,446.65)	(101.97)
<i>CURRENT LIABILITIES Totals</i>	<u>\$38,828,229.92</u>	<u>\$37,157,423.32</u>	<u>\$1,670,806.60</u>	<u>4.50%</u>
<i>LIABILITIES Totals</i>	<u>\$38,828,229.92</u>	<u>\$37,157,423.32</u>	<u>\$1,670,806.60</u>	<u>4.50%</u>
<b>LIABILITIES TOTALS</b>	<u>\$38,828,229.92</u>	<u>\$37,157,423.32</u>	<u>\$1,670,806.60</u>	<u>4.50%</u>
<b>FUND EQUITY</b>				
<i>FUND BALANCE</i>				
<i>NONSPENDABLE FUND BALANCE</i>				
Inventory	303,873.00	287,199.46	16,673.54	5.81
Prepaid	324,229.09	363,076.92	(38,847.83)	(10.70)
<i>NONSPENDABLE FUND BALANCE Totals</i>	<u>\$628,102.09</u>	<u>\$650,276.38</u>	<u>(\$22,174.29)</u>	<u>(3.41%)</u>
<i>RESTRICTED FUND BALANCE</i>				
Lake St. Clair Marina Grant Reserve	529,272.61	468,668.45	60,604.16	12.93
Hudson Mills Canoe Livery Reserve	40,458.97	34,457.92	6,001.05	17.42
<i>RESTRICTED FUND BALANCE Totals</i>	<u>\$569,731.58</u>	<u>\$503,126.37</u>	<u>\$66,605.21</u>	<u>13.24%</u>
<i>ASSIGNED FUND BALANCE</i>				
Compensated Balances	3,175,385.20	3,603,139.24	(427,754.04)	(11.87)
Planned Use of Fund Balance	12,447,000.00	10,628,000.00	1,819,000.00	17.12
<i>ASSIGNED FUND BALANCE Totals</i>	<u>\$15,622,385.20</u>	<u>\$14,231,139.24</u>	<u>\$1,391,245.96</u>	<u>9.78%</u>
<i>COMMITTED FUND BALANCE</i>				
Land	4,686,129.25	4,686,129.25	.00	.00
Encumbrances	4,294,334.00	1,189,865.00	3,104,469.00	260.91

# General Fund Balance Sheet

Through 12/31/22  
Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
Fund Category <b>Governmental Funds</b>				
Fund Type <b>General Fund</b>				
Fund <b>10 - General Fund</b>				
<b>FUND EQUITY</b>				
<i>FUND BALANCE</i>				
<i>COMMITTED FUND BALANCE</i>				
Reserve For Restricted Funds	667,718.50	735,395.50	(67,677.00)	(9.20)
<i>COMMITTED FUND BALANCE Totals</i>	\$9,648,181.75	\$6,611,389.75	\$3,036,792.00	45.93%
<i>UNASSIGNED FUND BALANCE</i>				
Reserve Future Contingen.	22,190,273.84	26,662,742.72	(4,472,468.88)	(16.77)
<i>UNASSIGNED FUND BALANCE Totals</i>	\$22,190,273.84	\$26,662,742.72	(\$4,472,468.88)	(16.77%)
<i>FUND BALANCE Totals</i>	\$48,658,674.46	\$48,658,674.46	\$0.00	0.00%
<b>FUND EQUITY TOTALS Prior to Current Year Changes</b>	\$48,658,674.46	\$48,658,674.46	\$0.00	0.00%
Prior Year Fund Equity Adjustment	.00			
Fund Revenues	(60,729,933.01)			
Fund Expenses	57,348,539.34			
<b>FUND EQUITY TOTALS</b>	\$52,040,068.13	\$48,658,674.46	\$3,381,393.67	6.95%
<b>LIABILITIES AND FUND EQUITY</b>	\$90,868,298.05	\$85,816,097.78	\$5,052,200.27	5.89%
Fund <b>10 - General Fund</b> Totals	\$0.00	\$0.00	\$0.00	+++
Fund Type <b>General Fund</b> Totals	\$0.00	\$0.00	\$0.00	+++
Fund Category <b>Governmental Funds</b> Totals	\$0.00	\$0.00	\$0.00	+++
Grand Totals	\$0.00	\$0.00	\$0.00	+++

# General Fund Revenue Budget Performance

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>								
Function <b>2 - Transfer</b>								
<b>REVENUE</b>								
<i>Revenue</i>								
<b>6000</b>	<b>Transfer In - Capital Project Fund</b>							
6000.80	Transfer In - Capital Project Fund	191.06	.00	.00	191.06	.00	100	43,040.74
	<b>6000 - Transfer In - Capital Project Fund Totals</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$43,040.74</b>
	<i>Revenue Totals</i>	\$191.06	\$0.00	\$0.00	\$191.06	\$0.00	100%	\$43,040.74
	<b>REVENUE TOTALS</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$43,040.74</b>
	Function <b>2 - Transfer Totals</b>	\$191.06	\$0.00	\$0.00	\$191.06	\$0.00	100%	\$43,040.74
Function <b>8 - Operations</b>								
<b>REVENUE</b>								
<i>Revenue</i>								
4300	Revenue-Self Operated	22,833,673.00	515,290.48	.00	23,597,715.07	(764,042.07)	103	23,945,123.14
4301	Revenue-Concessionaire	136,600.00	.00	.00	170,470.62	(33,870.62)	125	157,453.26
4302	Non-taxable Food/Sundry sales	418,172.00	309.00	.00	446,500.07	(28,328.07)	107	392,479.19
4399	Contra Revenue	(93,257.00)	3,362.00	.00	(90,052.00)	(3,205.00)	97	(201,614.00)
4450	Donations	39,048.41	(1,680.00)	.00	149,937.21	(110,888.80)	384	44,807.95
4460	Foundation Support	49,150.77	9,762.82	.00	32,863.31	16,287.46	67	53,355.66
	<i>Revenue Totals</i>	\$23,383,387.18	\$527,044.30	\$0.00	\$24,307,434.28	(\$924,047.10)	104%	\$24,391,605.20
	<b>REVENUE TOTALS</b>	<b>\$23,383,387.18</b>	<b>\$527,044.30</b>	<b>\$0.00</b>	<b>\$24,307,434.28</b>	<b>(\$924,047.10)</b>	<b>104%</b>	<b>\$24,391,605.20</b>
	Function <b>8 - Operations Totals</b>	\$23,383,387.18	\$527,044.30	\$0.00	\$24,307,434.28	(\$924,047.10)	104%	\$24,391,605.20
Function <b>9 - Administration</b>								
<b>REVENUE</b>								
<i>Revenue</i>								
4200	Property Tax-Current	34,743,191.84	(52,394.36)	.00	34,743,094.06	97.78	100	33,685,187.54
4210	Property Tax Prior	16,518.95	3,542.01	.00	16,437.95	81.00	100	8,157.18
4300	Revenue-Self Operated	226,255.50	5,081.18	.00	198,803.85	27,451.65	88	640,659.42
4400	Grant Revenue	68,160.00	15,660.00	.00	128,759.64	(60,599.64)	189	89,547.77
4410	State Sources	645,000.00	639,661.34	.00	640,875.84	4,124.16	99	645,395.04
4450	Donations	.00	154.00	.00	1,714.00	(1,714.00)	+++	1,127.47
4460	Foundation Support	125,000.00	51,707.28	.00	183,108.86	(58,108.86)	146	424.87
4500	Interest Income	100,000.00	180,291.42	.00	369,113.47	(269,113.47)	369	118,191.72
5000	Sale of Capital Assets	100,000.00	.00	.00	140,400.00	(40,400.00)	140	149,650.00
	<i>Revenue Totals</i>	\$36,024,126.29	\$843,702.87	\$0.00	\$36,422,307.67	(\$398,181.38)	101%	\$35,338,341.01
	<b>REVENUE TOTALS</b>	<b>\$36,024,126.29</b>	<b>\$843,702.87</b>	<b>\$0.00</b>	<b>\$36,422,307.67</b>	<b>(\$398,181.38)</b>	<b>101%</b>	<b>\$35,338,341.01</b>

# General Fund Revenue Budget Performance

Fiscal Year to Date 12/31/22  
 Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>								
	Function 9 - Administration Totals	\$36,024,126.29	\$843,702.87	\$0.00	\$36,422,307.67	(\$398,181.38)	101%	\$35,338,341.01
	Fund 10 - General Fund Totals	\$59,407,704.53	\$1,370,747.17	\$0.00	\$60,729,933.01	(\$1,322,228.48)		\$59,772,986.95
	Grand Totals	\$59,407,704.53	\$1,370,747.17	\$0.00	\$60,729,933.01	(\$1,322,228.48)		\$59,772,986.95



# General Fund Revenue Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
<b>Function 2 - Transfer</b>							
<b>Location 100 - Administrative Office</b>							
<b>Activity 990 - General</b>							
Category 70 - Other	191.06	.00	.00	191.06	.00	100	43,040.74
Activity 990 - General Totals	\$191.06	\$0.00	\$0.00	\$191.06	\$0.00	100%	\$43,040.74
Location 100 - Administrative Office	\$191.06	\$0.00	\$0.00	\$191.06	\$0.00	100%	\$43,040.74
Function 2 - Transfer Totals	\$191.06	\$0.00	\$0.00	\$191.06	\$0.00	100%	\$43,040.74
<b>Function 8 - Operations</b>							
<b>Location 100 - Administrative Office</b>							
<b>Activity 380 - Outside Lease/Rent</b>							
Category 10 - Site Operations	210,342.00	20,146.23	.00	214,917.22	(4,575.22)	102	168,868.80
Activity 380 - Outside Lease/Rent Totals	\$210,342.00	\$20,146.23	\$0.00	\$214,917.22	(\$4,575.22)	102%	\$168,868.80
<b>Activity 590 - Tolling</b>							
Category 10 - Site Operations	575,500.00	153,999.00	.00	758,910.00	(183,410.00)	132	597,547.48
Activity 590 - Tolling Totals	\$575,500.00	\$153,999.00	\$0.00	\$758,910.00	(\$183,410.00)	132%	\$597,547.48
<b>Activity 990 - General</b>							
Category 30 - Sundry	.00	(10.63)	.00	1.50	(1.50)	+++	28.57
Activity 990 - General Totals	\$0.00	(\$10.63)	\$0.00	\$1.50	(\$1.50)	+++	\$28.57
Location 100 - Administrative Office	\$785,842.00	\$174,134.60	\$0.00	\$973,828.72	(\$187,986.72)	124%	\$766,444.85
<b>Location 102 - Lake St. Clair</b>							
<b>Activity 531 - Pool</b>							
Category 10 - Site Operations	232,000.00	.00	.00	279,204.33	(47,204.33)	120	234,581.71
Category 20 - Food/Beverage	2,250.00	(1.58)	.00	865.75	1,384.25	38	1,651.72
Activity 531 - Pool Totals	\$234,250.00	(\$1.58)	\$0.00	\$280,070.08	(\$45,820.08)	120%	\$236,233.43
<b>Activity 540 - Dockage/Boat Storage</b>							
Category 10 - Site Operations	110,000.00	7,435.80	.00	126,665.82	(16,665.82)	115	124,490.18
Category 20 - Food/Beverage	3,500.00	(2.83)	.00	3,463.73	36.27	99	3,927.18
Category 30 - Sundry	400.00	.00	.00	249.71	150.29	62	297.10
Activity 540 - Dockage/Boat Storage	\$113,900.00	\$7,432.97	\$0.00	\$130,379.26	(\$16,479.26)	114%	\$128,714.46
<b>Activity 565 - Plaza Concession</b>							
Category 10 - Site Operations	35,000.00	.00	.00	31,929.11	3,070.89	91	40,389.06
Activity 565 - Plaza Concession Totals	\$35,000.00	\$0.00	\$0.00	\$31,929.11	\$3,070.89	91%	\$40,389.06
<b>Activity 590 - Tolling</b>							
Category 10 - Site Operations	2,022,792.00	74,149.00	.00	2,090,456.00	(67,664.00)	103	2,168,868.51
Activity 590 - Tolling Totals	\$2,022,792.00	\$74,149.00	\$0.00	\$2,090,456.00	(\$67,664.00)	103%	\$2,168,868.51

# General Fund Revenue Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>102 - Lake St. Clair</b>							
Activity <b>630 - Activity Center Rental</b>							
Category <b>10 - Site Operations</b>	42,500.00	(44,750.00)	.00	91,555.00	(49,055.00)	215	53,354.37
Activity <b>630 - Activity Center Rental</b>	\$42,500.00	(\$44,750.00)	\$0.00	\$91,555.00	(\$49,055.00)	215%	\$53,354.37
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	75,250.00	(10,475.00)	.00	109,226.33	(33,976.33)	145	102,019.65
Activity <b>640 - Shelter Reservations</b>	\$75,250.00	(\$10,475.00)	\$0.00	\$109,226.33	(\$33,976.33)	145%	\$102,019.65
Activity <b>655 - Par 3/Foot Golf</b>							
Category <b>10 - Site Operations</b>	55,900.00	.00	.00	56,839.00	(939.00)	102	58,154.00
Category <b>20 - Food/Beverage</b>	1,150.00	(5.43)	.00	714.09	435.91	62	1,090.51
Category <b>30 - Sundry</b>	650.00	.00	.00	1,310.67	(660.67)	202	609.25
Activity <b>655 - Par 3/Foot Golf</b> Totals	\$57,700.00	(\$5.43)	\$0.00	\$58,863.76	(\$1,163.76)	102%	\$59,853.76
Activity <b>660 - Disc/Adventure Golf</b>							
Category <b>10 - Site Operations</b>	43,000.00	.00	.00	46,488.51	(3,488.51)	108	43,799.00
Category <b>20 - Food/Beverage</b>	300.00	.00	.00	.00	300.00	0	.00
Activity <b>660 - Disc/Adventure Golf</b>	\$43,300.00	\$0.00	\$0.00	\$46,488.51	(\$3,188.51)	107%	\$43,799.00
Activity <b>670 - Trackless Train</b>							
Category <b>10 - Site Operations</b>	5,000.00	.00	.00	1,668.00	3,332.00	33	4,697.66
Activity <b>670 - Trackless Train</b> Totals	\$5,000.00	\$0.00	\$0.00	\$1,668.00	\$3,332.00	33%	\$4,697.66
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	62,900.00	.00	.00	47,146.60	15,753.40	75	66,380.99
Activity <b>700 - Special Events</b> Totals	\$62,900.00	\$0.00	\$0.00	\$47,146.60	\$15,753.40	75%	\$66,380.99
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	9,775.00	673.00	.00	22,492.57	(12,717.57)	230	8,166.94
Category <b>30 - Sundry</b>	1,724.00	.94	.00	610.70	1,113.30	35	1,266.88
Activity <b>880 - Interpretive Center/Mill</b>	\$11,499.00	\$673.94	\$0.00	\$23,103.27	(\$11,604.27)	201%	\$9,433.82
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	12,635.16	.00	.00	33,010.95	(20,375.79)	261	14,513.97
Category <b>20 - Food/Beverage</b>	.00	.00	.00	153.24	(153.24)	+++	168.33
Category <b>70 - Other</b>	1,000.00	.00	.00	2,721.00	(1,721.00)	272	11,410.00
Activity <b>990 - General</b> Totals	\$13,635.16	\$0.00	\$0.00	\$35,885.19	(\$22,250.03)	263%	\$26,092.30
Activity <b>991 - Joint Government Maint</b>							
Category <b>10 - Site Operations</b>	179,135.00	.00	.00	179,135.00	.00	100	179,135.00
Activity <b>991 - Joint Government Maint</b>	\$179,135.00	\$0.00	\$0.00	\$179,135.00	\$0.00	100%	\$179,135.00
Location <b>102 - Lake St. Clair</b> Totals	\$2,896,861.16	\$27,023.90	\$0.00	\$3,125,906.11	(\$229,044.95)	108%	\$3,118,972.01

# General Fund Revenue Budget by Organization

Through 12/31/22  
 Prior Fiscal Year Activity Included  
 Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
<b>Function 8 - Operations</b>							
<b>Location 104 - Kensington</b>							
<b>Activity 535 - Sprayzone</b>							
Category 10 - Site Operations	280,000.00	.00	.00	260,766.66	19,233.34	93	334,263.00
Category 20 - Food/Beverage	.00	.00	.00	298.40	(298.40)	+++	.00
Category 30 - Sundry	2,500.00	.00	.00	3,229.32	(729.32)	129	3,709.11
Activity 535 - Sprayzone Totals	\$282,500.00	\$0.00	\$0.00	\$264,294.38	\$18,205.62	94%	\$337,972.11
<b>Activity 538 - Beach</b>							
Category 20 - Food/Beverage	165,000.00	.00	.00	130,232.97	34,767.03	79	168,958.89
Activity 538 - Beach Totals	\$165,000.00	\$0.00	\$0.00	\$130,232.97	\$34,767.03	79%	\$168,958.89
<b>Activity 540 - Dockage/Boat Storage</b>							
Category 10 - Site Operations	75,000.00	.00	.00	75,078.23	(78.23)	100	80,341.00
Activity 540 - Dockage/Boat Storage	\$75,000.00	\$0.00	\$0.00	\$75,078.23	(\$78.23)	100%	\$80,341.00
<b>Activity 550 - Boat Rental</b>							
Category 10 - Site Operations	232,478.00	.00	.00	181,152.80	51,325.20	78	252,401.70
Category 20 - Food/Beverage	14,000.00	10.00	.00	12,887.80	1,112.20	92	15,023.00
Category 30 - Sundry	2,500.00	.00	.00	733.20	1,766.80	29	1,454.81
Activity 550 - Boat Rental Totals	\$248,978.00	\$10.00	\$0.00	\$194,773.80	\$54,204.20	78%	\$268,879.51
<b>Activity 560 - Excursion Boat</b>							
Category 10 - Site Operations	52,200.00	.00	.00	35,583.00	16,617.00	68	20,972.00
Activity 560 - Excursion Boat Totals	\$52,200.00	\$0.00	\$0.00	\$35,583.00	\$16,617.00	68%	\$20,972.00
<b>Activity 580 - Cross Country Skiing</b>							
Category 10 - Site Operations	10,680.00	1,394.00	.00	18,038.00	(7,358.00)	169	15,786.76
Category 20 - Food/Beverage	450.00	22.41	.00	32.31	417.69	7	.00
Activity 580 - Cross Country Skiing	\$11,130.00	\$1,416.41	\$0.00	\$18,070.31	(\$6,940.31)	162%	\$15,786.76
<b>Activity 590 - Tolling</b>							
Category 10 - Site Operations	3,006,575.00	126,508.00	.00	2,976,681.00	29,894.00	99	3,314,437.79
Activity 590 - Tolling Totals	\$3,006,575.00	\$126,508.00	\$0.00	\$2,976,681.00	\$29,894.00	99%	\$3,314,437.79
<b>Activity 615 - Group Camping</b>							
Category 10 - Site Operations	8,000.00	(100.00)	.00	8,620.00	(620.00)	108	9,655.00
Category 30 - Sundry	750.00	(2.83)	.00	722.17	27.83	96	1,142.64
Activity 615 - Group Camping Totals	\$8,750.00	(\$102.83)	\$0.00	\$9,342.17	(\$592.17)	107%	\$10,797.64
<b>Activity 635 - Mobile Stage</b>							
Category 10 - Site Operations	4,200.00	.00	.00	4,200.00	.00	100	900.00
Activity 635 - Mobile Stage Totals	\$4,200.00	\$0.00	\$0.00	\$4,200.00	\$0.00	100%	\$900.00

# General Fund Revenue Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>104 - Kensington</b>							
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	101,250.00	(10,575.00)	.00	113,532.00	(12,282.00)	112	130,502.16
Activity <b>640 - Shelter Reservations</b>	\$101,250.00	(\$10,575.00)	\$0.00	\$113,532.00	(\$12,282.00)	112%	\$130,502.16
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	941,105.00	4,790.25	.00	1,082,863.95	(141,758.95)	115	1,099,745.74
Category <b>20 - Food/Beverage</b>	200,000.00	.00	.00	222,194.09	(22,194.09)	111	210,475.61
Category <b>30 - Sundry</b>	21,000.00	.00	.00	34,964.83	(13,964.83)	166	35,930.03
Activity <b>650 - Golf Course Totals</b>	\$1,162,105.00	\$4,790.25	\$0.00	\$1,340,022.87	(\$177,917.87)	115%	\$1,346,151.38
Activity <b>660 - Disc/Adventure Golf</b>							
Category <b>10 - Site Operations</b>	93,720.00	720.00	.00	106,352.00	(12,632.00)	113	129,898.66
Category <b>20 - Food/Beverage</b>	.00	.00	.00	3,660.47	(3,660.47)	+++	.00
Category <b>30 - Sundry</b>	.00	.00	.00	28,900.07	(28,900.07)	+++	10,645.25
Activity <b>660 - Disc/Adventure Golf</b>	\$93,720.00	\$720.00	\$0.00	\$138,912.54	(\$45,192.54)	148%	\$140,543.91
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	6,300.00	1,902.00	.00	16,764.00	(10,464.00)	266	8,267.14
Category <b>20 - Food/Beverage</b>	1,000.00	.00	.00	5,956.65	(4,956.65)	596	2,055.21
Category <b>30 - Sundry</b>	1,300.00	.00	.00	1,300.00	.00	100	1,300.00
Activity <b>700 - Special Events Totals</b>	\$8,600.00	\$1,902.00	\$0.00	\$24,020.65	(\$15,420.65)	279%	\$11,622.35
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	10,745.00	1,145.00	.00	17,559.50	(6,814.50)	163	8,882.41
Category <b>20 - Food/Beverage</b>	700.00	.00	.00	223.02	476.98	32	38.70
Category <b>30 - Sundry</b>	10,006.00	452.59	.00	5,254.01	4,751.99	53	6,121.76
Activity <b>880 - Interpretive Center/Mill</b>	\$21,451.00	\$1,597.59	\$0.00	\$23,036.53	(\$1,585.53)	107%	\$15,042.87
Activity <b>881 - Farm Learning Center</b>							
Category <b>10 - Site Operations</b>	86,107.75	7,300.83	.00	95,850.61	(9,742.86)	111	50,572.38
Category <b>20 - Food/Beverage</b>	96,350.00	27.34	.00	101,944.58	(5,594.58)	106	66,430.19
Category <b>30 - Sundry</b>	22,500.00	176.38	.00	25,974.67	(3,474.67)	115	28,923.02
Activity <b>881 - Farm Learning Center</b>	\$204,957.75	\$7,504.55	\$0.00	\$223,769.86	(\$18,812.11)	109%	\$145,925.59
Activity <b>882 - Mobile Learning Center</b>							
Category <b>10 - Site Operations</b>	15,016.49	637.50	.00	16,773.98	(1,757.49)	112	8,325.30
Activity <b>882 - Mobile Learning Center</b>	\$15,016.49	\$637.50	\$0.00	\$16,773.98	(\$1,757.49)	112%	\$8,325.30
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	25,045.25	1,260.00	.00	81,058.51	(56,013.26)	324	63,564.53
Category <b>20 - Food/Beverage</b>	.00	.00	.00	278.64	(278.64)	+++	966.87

# General Fund Revenue Budget by Organization

Through 12/31/22  
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 Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>104 - Kensington</b>							
Activity <b>990 - General</b>							
Category <b>30 - Sundry</b>	.00	.00	.00	18.87	(18.87)	+++	.00
Category <b>70 - Other</b>	.00	1,500.00	.00	15,829.47	(15,829.47)	+++	10,222.60
Activity <b>990 - General Totals</b>	\$25,045.25	\$2,760.00	\$0.00	\$97,185.49	(\$72,140.24)	388%	\$74,754.00
Activity <b>991 - Joint Government Maint</b>							
Category <b>10 - Site Operations</b>	3,300.00	1,749.55	.00	5,217.85	(1,917.85)	158	.00
Activity <b>991 - Joint Government Maint Totals</b>	\$3,300.00	\$1,749.55	\$0.00	\$5,217.85	(\$1,917.85)	158%	\$0.00
Location <b>104 - Kensington Totals</b>	\$5,489,778.49	\$138,918.02	\$0.00	\$5,690,727.63	(\$200,949.14)	104%	\$6,091,913.26
Location <b>106 - Lower Huron/Will/Oakwoods</b>							
Activity <b>531 - Pool</b>							
Category <b>10 - Site Operations</b>	70,000.00	.00	.00	84,516.66	(14,516.66)	121	79,887.75
Category <b>20 - Food/Beverage</b>	21,000.00	.00	.00	17,214.13	3,785.87	82	8,202.49
Category <b>30 - Sundry</b>	800.00	.00	.00	1,001.94	(201.94)	125	1,035.17
Activity <b>531 - Pool Totals</b>	\$91,800.00	\$0.00	\$0.00	\$102,732.73	(\$10,932.73)	112%	\$89,125.41
Activity <b>532 - Waterpark</b>							
Category <b>10 - Site Operations</b>	800,000.00	.00	.00	497,939.16	302,060.84	62	329,412.88
Category <b>20 - Food/Beverage</b>	140,000.00	.00	.00	13,520.89	126,479.11	10	.00
Category <b>30 - Sundry</b>	6,500.00	.00	.00	2,925.77	3,574.23	45	4,327.65
Activity <b>532 - Waterpark Totals</b>	\$946,500.00	\$0.00	\$0.00	\$514,385.82	\$432,114.18	54%	\$333,740.53
Activity <b>550 - Boat Rental</b>							
Category <b>10 - Site Operations</b>	10,200.00	.00	.00	10,972.62	(772.62)	108	10,695.05
Category <b>20 - Food/Beverage</b>	200.00	.00	.00	84.96	115.04	42	257.53
Activity <b>550 - Boat Rental Totals</b>	\$10,400.00	\$0.00	\$0.00	\$11,057.58	(\$657.58)	106%	\$10,952.58
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	1,098,710.00	47,564.00	.00	1,086,738.00	11,972.00	99	1,046,057.00
Activity <b>590 - Tolling Totals</b>	\$1,098,710.00	\$47,564.00	\$0.00	\$1,086,738.00	\$11,972.00	99%	\$1,046,057.00
Activity <b>610 - Family Camping</b>							
Category <b>10 - Site Operations</b>	35,000.00	.00	.00	39,675.00	(4,675.00)	113	35,599.21
Category <b>20 - Food/Beverage</b>	50.00	.00	.00	.00	50.00	0	6.75
Category <b>30 - Sundry</b>	1,500.00	.00	.00	2,666.80	(1,166.80)	178	1,953.68
Activity <b>610 - Family Camping Totals</b>	\$36,550.00	\$0.00	\$0.00	\$42,341.80	(\$5,791.80)	116%	\$37,559.64
Activity <b>615 - Group Camping</b>							
Category <b>10 - Site Operations</b>	2,500.00	(50.00)	.00	2,260.00	240.00	90	2,780.00
Category <b>30 - Sundry</b>	100.00	.00	.00	94.32	5.68	94	93.16

# General Fund Revenue Budget by Organization

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>106 - Lower Huron/Will/Oakwoods</b>							
Activity <b>615 - Group Camping</b> Totals	\$2,600.00	(\$50.00)	\$0.00	\$2,354.32	\$245.68	91%	\$2,873.16
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	80,000.00	(10,300.00)	.00	90,000.00	(10,000.00)	112	82,565.76
Activity <b>640 - Shelter Reservations</b>	\$80,000.00	(\$10,300.00)	\$0.00	\$90,000.00	(\$10,000.00)	112%	\$82,565.76
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	635,000.00	393.00	.00	762,000.38	(127,000.38)	120	697,029.44
Category <b>20 - Food/Beverage</b>	130,000.00	.00	.00	157,053.18	(27,053.18)	121	146,584.43
Category <b>30 - Sundry</b>	13,200.00	.00	.00	15,941.45	(2,741.45)	121	15,046.70
Activity <b>650 - Golf Course</b> Totals	\$778,200.00	\$393.00	\$0.00	\$934,995.01	(\$156,795.01)	120%	\$858,660.57
Activity <b>660 - Disc/Adventure Golf</b>							
Category <b>10 - Site Operations</b>	7,000.00	303.00	.00	4,857.00	2,143.00	69	6,395.00
Activity <b>660 - Disc/Adventure Golf</b>	\$7,000.00	\$303.00	\$0.00	\$4,857.00	\$2,143.00	69%	\$6,395.00
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	1,050.00	.00	.00	2,100.00	(1,050.00)	200	700.00
Category <b>20 - Food/Beverage</b>	2,500.00	.00	.00	4,107.95	(1,607.95)	164	4,444.00
Category <b>30 - Sundry</b>	1,300.00	.00	.00	1,300.00	.00	100	1,300.00
Activity <b>700 - Special Events</b> Totals	\$4,850.00	\$0.00	\$0.00	\$7,507.95	(\$2,657.95)	155%	\$6,444.00
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	14,000.00	510.00	.00	13,668.00	332.00	98	7,477.50
Category <b>20 - Food/Beverage</b>	150.00	.00	.00	6.50	143.50	4	119.05
Category <b>30 - Sundry</b>	1,000.00	9.43	.00	705.05	294.95	71	979.80
Activity <b>880 - Interpretive Center/Mill</b>	\$15,150.00	\$519.43	\$0.00	\$14,379.55	\$770.45	95%	\$8,576.35
Activity <b>882 - Mobile Learning Center</b>							
Category <b>10 - Site Operations</b>	10,000.00	175.00	.00	14,497.50	(4,497.50)	145	2,910.59
Activity <b>882 - Mobile Learning Center</b>	\$10,000.00	\$175.00	\$0.00	\$14,497.50	(\$4,497.50)	145%	\$2,910.59
Activity <b>884 - Community Outreach Interpretive</b>							
Category <b>10 - Site Operations</b>	.00	104.00	.00	2,962.00	(2,962.00)	+++	.00
Activity <b>884 - Community Outreach</b>	\$0.00	\$104.00	\$0.00	\$2,962.00	(\$2,962.00)	+++	\$0.00
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	.00	2,646.90	.00	3,968.22	(3,968.22)	+++	1,947.20
Category <b>70 - Other</b>	1,500.00	3.00	.00	229.00	1,271.00	15	1,760.90
Activity <b>990 - General</b> Totals	\$1,500.00	\$2,649.90	\$0.00	\$4,197.22	(\$2,697.22)	280%	\$3,708.10
Location <b>106 - Lower</b>	\$3,083,260.00	\$41,358.33	\$0.00	\$2,833,006.48	\$250,253.52	92%	\$2,489,568.69



# General Fund Revenue Budget by Organization

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>108 - Hudson Mills/Dexter/Delhi</b>							
Activity <b>550 - Boat Rental</b>							
Category <b>10 - Site Operations</b>	65,000.00	.00	.00	70,707.36	(5,707.36)	109	67,578.48
Activity <b>550 - Boat Rental Totals</b>	\$65,000.00	\$0.00	\$0.00	\$70,707.36	(\$5,707.36)	109%	\$67,578.48
Activity <b>580 - Cross Country Skiing</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	90.00
Activity <b>580 - Cross Country Skiing</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$90.00
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	641,860.00	37,049.00	.00	617,310.00	24,550.00	96	675,070.95
Activity <b>590 - Tolling Totals</b>	\$641,860.00	\$37,049.00	\$0.00	\$617,310.00	\$24,550.00	96%	\$675,070.95
Activity <b>615 - Group Camping</b>							
Category <b>10 - Site Operations</b>	2,875.00	50.00	.00	2,930.00	(55.00)	102	2,640.00
Category <b>30 - Sundry</b>	1,175.00	.00	.00	1,320.50	(145.50)	112	1,226.17
Activity <b>615 - Group Camping Totals</b>	\$4,050.00	\$50.00	\$0.00	\$4,250.50	(\$200.50)	105%	\$3,866.17
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	28,000.00	.00	.00	33,800.00	(5,800.00)	121	28,134.82
Activity <b>640 - Shelter Reservations</b>	\$28,000.00	\$0.00	\$0.00	\$33,800.00	(\$5,800.00)	121%	\$28,134.82
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	560,000.00	(59.00)	.00	672,646.19	(112,646.19)	120	658,668.05
Category <b>20 - Food/Beverage</b>	102,000.00	.00	.00	124,422.68	(22,422.68)	122	121,160.62
Category <b>30 - Sundry</b>	12,000.00	.00	.00	16,549.22	(4,549.22)	138	14,521.17
Activity <b>650 - Golf Course Totals</b>	\$674,000.00	(\$59.00)	\$0.00	\$813,618.09	(\$139,618.09)	121%	\$794,349.84
Activity <b>660 - Disc/Adventure Golf</b>							
Category <b>10 - Site Operations</b>	31,600.00	1,236.00	.00	29,684.98	1,915.02	94	34,716.00
Category <b>30 - Sundry</b>	120.00	.00	.00	83.95	36.05	70	62.26
Activity <b>660 - Disc/Adventure Golf</b>	\$31,720.00	\$1,236.00	\$0.00	\$29,768.93	\$1,951.07	94%	\$34,778.26
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	1,750.00	1,559.00	.00	7,376.00	(5,626.00)	421	1,757.00
Category <b>20 - Food/Beverage</b>	1,500.00	.00	.00	697.16	802.84	46	2,582.73
Activity <b>700 - Special Events Totals</b>	\$3,250.00	\$1,559.00	\$0.00	\$8,073.16	(\$4,823.16)	248%	\$4,339.73
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	14,920.00	584.00	.00	10,728.50	4,191.50	72	7,545.00
Category <b>30 - Sundry</b>	3,129.00	.00	.00	3,420.30	(291.30)	109	1,755.00
Activity <b>880 - Interpretive Center/Mill</b>	\$18,049.00	\$584.00	\$0.00	\$14,148.80	\$3,900.20	78%	\$9,300.00

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>108 - Hudson Mills/Dexter/Delhi</b>							
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	4,500.00	(1,817.00)	.00	17,154.00	(12,654.00)	381	26,914.64
Category <b>20 - Food/Beverage</b>	7,000.00	81.50	.00	9,309.48	(2,309.48)	133	6,893.57
Category <b>30 - Sundry</b>	200.00	37.72	.00	507.78	(307.78)	254	247.46
Category <b>70 - Other</b>	800.00	1,080.00	.00	4,957.55	(4,157.55)	620	1,020.00
Activity <b>990 - General Totals</b>	\$12,500.00	(\$617.78)	\$0.00	\$31,928.81	(\$19,428.81)	255%	\$35,075.67
Activity <b>991 - Joint Government Maint</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	3,121.07
Activity <b>991 - Joint Government Maint</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,121.07
Location <b>108 - Hudson</b>	\$1,478,429.00	\$39,801.22	\$0.00	\$1,623,605.65	(\$145,176.65)	110%	\$1,655,704.99
Location <b>109 - Stony Creek</b>							
Activity <b>537 - Ripslide</b>							
Category <b>10 - Site Operations</b>	162,000.00	.00	.00	131,606.00	30,394.00	81	159,764.00
Activity <b>537 - Ripslide Totals</b>	\$162,000.00	\$0.00	\$0.00	\$131,606.00	\$30,394.00	81%	\$159,764.00
Activity <b>538 - Beach</b>							
Category <b>10 - Site Operations</b>	98,500.00	.00	.00	86,659.20	11,840.80	88	78,998.23
Category <b>20 - Food/Beverage</b>	120,000.00	.00	.00	89,704.64	30,295.36	75	103,004.42
Category <b>30 - Sundry</b>	40,000.00	.00	.00	24,443.67	15,556.33	61	27,545.86
Activity <b>538 - Beach Totals</b>	\$258,500.00	\$0.00	\$0.00	\$200,807.51	\$57,692.49	78%	\$209,548.51
Activity <b>540 - Dockage/Boat Storage</b>							
Category <b>10 - Site Operations</b>	46,000.00	200.00	.00	54,229.00	(8,229.00)	118	47,300.00
Category <b>20 - Food/Beverage</b>	.00	.00	.00	9.00	(9.00)	+++	.00
Activity <b>540 - Dockage/Boat Storage</b>	\$46,000.00	\$200.00	\$0.00	\$54,238.00	(\$8,238.00)	118%	\$47,300.00
Activity <b>550 - Boat Rental</b>							
Category <b>10 - Site Operations</b>	224,150.00	.00	.00	162,925.63	61,224.37	73	222,030.51
Category <b>20 - Food/Beverage</b>	10,400.00	.00	.00	6,449.96	3,950.04	62	5,400.97
Category <b>30 - Sundry</b>	1,300.00	.00	.00	785.08	514.92	60	4,002.43
Activity <b>550 - Boat Rental Totals</b>	\$235,850.00	\$0.00	\$0.00	\$170,160.67	\$65,689.33	72%	\$231,433.91
Activity <b>580 - Cross Country Skiing</b>							
Category <b>10 - Site Operations</b>	4,995.00	.00	.00	11,571.50	(6,576.50)	232	17,271.83
Category <b>20 - Food/Beverage</b>	300.00	.00	.00	14.41	285.59	5	.00
Category <b>30 - Sundry</b>	.00	.00	.00	.00	.00	+++	36.06
Activity <b>580 - Cross Country Skiing</b>	\$5,295.00	\$0.00	\$0.00	\$11,585.91	(\$6,290.91)	219%	\$17,307.89

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>109 - Stony Creek</b>							
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	2,925,920.00	109,862.00	.00	2,585,971.00	339,949.00	88	2,914,211.52
Activity <b>590 - Tolling</b> Totals	\$2,925,920.00	\$109,862.00	\$0.00	\$2,585,971.00	\$339,949.00	88%	\$2,914,211.52
Activity <b>610 - Family Camping</b>							
Category <b>10 - Site Operations</b>	34,000.00	100.00	.00	36,849.64	(2,849.64)	108	33,707.57
Category <b>20 - Food/Beverage</b>	1,700.00	.00	.00	1,243.50	456.50	73	1,668.02
Category <b>30 - Sundry</b>	11,000.00	.00	.00	9,897.24	1,102.76	90	10,603.73
Activity <b>610 - Family Camping</b> Totals	\$46,700.00	\$100.00	\$0.00	\$47,990.38	(\$1,290.38)	103%	\$45,979.32
Activity <b>630 - Activity Center Rental</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	700.00
Activity <b>630 - Activity Center Rental</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$700.00
Activity <b>635 - Mobile Stage</b>							
Category <b>10 - Site Operations</b>	1,200.00	.00	.00	1,200.00	.00	100	1,200.00
Activity <b>635 - Mobile Stage</b> Totals	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$0.00	100%	\$1,200.00
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	100,500.00	(9,262.50)	.00	111,020.00	(10,520.00)	110	121,344.98
Activity <b>640 - Shelter Reservations</b>	\$100,500.00	(\$9,262.50)	\$0.00	\$111,020.00	(\$10,520.00)	110%	\$121,344.98
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	905,198.00	(2,332.00)	.00	1,107,976.81	(202,778.81)	122	1,076,156.51
Category <b>20 - Food/Beverage</b>	200,000.00	(674.60)	.00	245,701.62	(45,701.62)	123	224,602.72
Category <b>30 - Sundry</b>	18,000.00	(28.33)	.00	20,649.18	(2,649.18)	115	14,801.42
Activity <b>650 - Golf Course</b> Totals	\$1,123,198.00	(\$3,034.93)	\$0.00	\$1,374,327.61	(\$251,129.61)	122%	\$1,315,560.65
Activity <b>660 - Disc/Adventure Golf</b>							
Category <b>10 - Site Operations</b>	48,400.00	180.00	.00	43,628.00	4,772.00	90	54,853.00
Category <b>20 - Food/Beverage</b>	5,000.00	.00	.00	4,358.37	641.63	87	5,678.18
Category <b>30 - Sundry</b>	.00	.00	.00	402.69	(402.69)	+++	.00
Activity <b>660 - Disc/Adventure Golf</b>	\$53,400.00	\$180.00	\$0.00	\$48,389.06	\$5,010.94	91%	\$60,531.18
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	813.00	(813.00)	+++	3,176.00
Category <b>20 - Food/Beverage</b>	3,000.00	.00	.00	.00	3,000.00	0	.00
Category <b>30 - Sundry</b>	1,300.00	.00	.00	1,300.00	.00	100	1,300.00
Activity <b>700 - Special Events</b> Totals	\$4,300.00	\$0.00	\$0.00	\$2,113.00	\$2,187.00	49%	\$4,476.00
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	15,199.93	(526.50)	.00	41,057.73	(25,857.80)	270	16,530.82

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>109 - Stony Creek</b>							
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>20 - Food/Beverage</b>	200.00	.00	.00	.00	200.00	0	.00
Category <b>30 - Sundry</b>	200.00	.00	.00	.00	200.00	0	55.60
Activity <b>880 - Interpretive Center/Mill</b>	\$15,599.93	(\$526.50)	\$0.00	\$41,057.73	(\$25,457.80)	263%	\$16,586.42
Activity <b>882 - Mobile Learning Center</b>							
Category <b>10 - Site Operations</b>	10,500.00	2,198.00	.00	6,406.50	4,093.50	61	2,545.00
Activity <b>882 - Mobile Learning Center</b>	\$10,500.00	\$2,198.00	\$0.00	\$6,406.50	\$4,093.50	61%	\$2,545.00
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	31,000.00	625.00	.00	78,497.00	(47,497.00)	253	30,427.68
Category <b>20 - Food/Beverage</b>	250.00	.00	.00	67.32	182.68	27	228.56
Category <b>30 - Sundry</b>	.00	(78.11)	.00	2,891.89	(2,891.89)	+++	.00
Category <b>70 - Other</b>	(8,150.00)	.00	.00	8,569.28	(16,719.28)	-105	963.11
Activity <b>990 - General Totals</b>	\$23,100.00	\$546.89	\$0.00	\$90,025.49	(\$66,925.49)	390%	\$31,619.35
Activity <b>991 - Joint Government Maint</b>							
Category <b>10 - Site Operations</b>	18,260.00	.00	.00	18,260.00	.00	100	18,260.00
Activity <b>991 - Joint Government Maint</b>	\$18,260.00	\$0.00	\$0.00	\$18,260.00	\$0.00	100%	\$18,260.00
Location <b>109 - Stony Creek Totals</b>	\$5,030,322.93	\$100,262.96	\$0.00	\$4,895,158.86	\$135,164.07	97%	\$5,198,368.73
Location <b>112 - Lake Erie</b>							
Activity <b>540 - Dockage/Boat Storage</b>							
Category <b>10 - Site Operations</b>	195,400.00	300.00	.00	212,890.00	(17,490.00)	109	235,276.00
Category <b>20 - Food/Beverage</b>	2,600.00	(30.68)	.00	3,146.95	(546.95)	121	3,479.37
Category <b>30 - Sundry</b>	100.00	.00	.00	4.25	95.75	4	35.41
Activity <b>540 - Dockage/Boat Storage</b>	\$198,100.00	\$269.32	\$0.00	\$216,041.20	(\$17,941.20)	109%	\$238,790.78
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	650,535.00	39,071.00	.00	582,112.00	68,423.00	89	643,214.00
Activity <b>590 - Tolling Totals</b>	\$650,535.00	\$39,071.00	\$0.00	\$582,112.00	\$68,423.00	89%	\$643,214.00
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	14,000.00	(800.00)	.00	10,500.00	3,500.00	75	19,454.13
Activity <b>640 - Shelter Reservations</b>	\$14,000.00	(\$800.00)	\$0.00	\$10,500.00	\$3,500.00	75%	\$19,454.13
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	675,000.00	(411.00)	.00	765,431.38	(90,431.38)	113	812,408.12
Category <b>20 - Food/Beverage</b>	140,000.00	.00	.00	195,198.28	(55,198.28)	139	190,033.87
Category <b>30 - Sundry</b>	18,200.00	70.00	.00	23,363.45	(5,163.45)	128	24,913.84
Activity <b>650 - Golf Course Totals</b>	\$833,200.00	(\$341.00)	\$0.00	\$983,993.11	(\$150,793.11)	118%	\$1,027,355.83

# General Fund Revenue Budget by Organization

Through 12/31/22  
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Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>112 - Lake Erie</b>							
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	231.00
Category <b>20 - Food/Beverage</b>	2,000.00	.00	.00	2,103.04	(103.04)	105	2,108.17
Category <b>30 - Sundry</b>	1,300.00	.00	.00	1,300.00	.00	100	1,300.00
Activity <b>700 - Special Events</b> Totals	\$3,300.00	\$0.00	\$0.00	\$3,403.04	(\$103.04)	103%	\$3,639.17
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	9,000.00	195.81	.00	9,182.64	(182.64)	102	5,517.43
Category <b>20 - Food/Beverage</b>	600.00	.00	.00	105.53	494.47	18	44.73
Category <b>30 - Sundry</b>	1,800.00	90.57	.00	4,243.36	(2,443.36)	236	1,158.79
Activity <b>880 - Interpretive Center/Mill</b> Totals	\$11,400.00	\$286.38	\$0.00	\$13,531.53	(\$2,131.53)	119%	\$6,720.95
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	400.00	2,500.00	.00	3,686.00	(3,286.00)	922	3,305.84
Category <b>20 - Food/Beverage</b>	200.00	.00	.00	.00	200.00	0	2.75
Category <b>70 - Other</b>	800.00	486.37	.00	3,005.13	(2,205.13)	376	1,389.47
Activity <b>990 - General</b> Totals	\$1,400.00	\$2,986.37	\$0.00	\$6,691.13	(\$5,291.13)	478%	\$4,698.06
Location <b>112 - Lake Erie</b> Totals	\$1,711,935.00	\$41,472.07	\$0.00	\$1,816,272.01	(\$104,337.01)	106%	\$1,943,872.92
Location <b>113 - Wolcott</b>							
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	42,215.00	638.00	.00	44,178.00	(1,963.00)	105	34,124.00
Activity <b>590 - Tolling</b> Totals	\$42,215.00	\$638.00	\$0.00	\$44,178.00	(\$1,963.00)	105%	\$34,124.00
Activity <b>615 - Group Camping</b>							
Category <b>10 - Site Operations</b>	7,050.00	885.00	.00	9,530.00	(2,480.00)	135	8,450.00
Activity <b>615 - Group Camping</b> Totals	\$7,050.00	\$885.00	\$0.00	\$9,530.00	(\$2,480.00)	135%	\$8,450.00
Activity <b>630 - Activity Center Rental</b>							
Category <b>10 - Site Operations</b>	20,000.00	(9,650.00)	.00	10,075.00	9,925.00	50	13,925.00
Activity <b>630 - Activity Center Rental</b> Totals	\$20,000.00	(\$9,650.00)	\$0.00	\$10,075.00	\$9,925.00	50%	\$13,925.00
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	9,750.00	(800.00)	.00	17,835.00	(8,085.00)	183	2,169.22
Activity <b>640 - Shelter Reservations</b> Totals	\$9,750.00	(\$800.00)	\$0.00	\$17,835.00	(\$8,085.00)	183%	\$2,169.22
Activity <b>700 - Special Events</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	320.00
Activity <b>700 - Special Events</b> Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$320.00
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	4,650.00	315.00	.00	1,210.00	3,440.00	26	4,459.99

# General Fund Revenue Budget by Organization

Through 12/31/22  
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Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>113 - Wolcott</b>							
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>30 - Sundry</b>	1,000.00	.00	.00	.00	1,000.00	0	11.61
Activity <b>880 - Interpretive Center/Mill</b>	\$5,650.00	\$315.00	\$0.00	\$1,210.00	\$4,440.00	21%	\$4,471.60
Activity <b>881 - Farm Learning Center</b>							
Category <b>10 - Site Operations</b>	92,479.60	35,423.45	.00	141,924.50	(49,444.90)	153	130,591.50
Category <b>20 - Food/Beverage</b>	1,000.00	7.25	.00	887.15	112.85	89	606.64
Category <b>30 - Sundry</b>	3,000.00	(6,630.83)	.00	1,941.88	1,058.12	65	6,960.01
Activity <b>881 - Farm Learning Center</b>	\$96,479.60	\$28,799.87	\$0.00	\$144,753.53	(\$48,273.93)	150%	\$138,158.15
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	4,000.00	(800.00)	.00	255.00	3,745.00	6	2,347.00
Category <b>70 - Other</b>	.00	.00	.00	1.00	(1.00)	+++	.00
Activity <b>990 - General</b> Totals	\$4,000.00	(\$800.00)	\$0.00	\$256.00	\$3,744.00	6%	\$2,347.00
Location <b>113 - Wolcott</b> Totals	\$185,144.60	\$19,387.87	\$0.00	\$227,837.53	(\$42,692.93)	123%	\$203,964.97
Location <b>115 - Indian Springs</b>							
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	355,550.00	5,487.00	.00	360,408.00	(4,858.00)	101	375,792.33
Activity <b>590 - Tolling</b> Totals	\$355,550.00	\$5,487.00	\$0.00	\$360,408.00	(\$4,858.00)	101%	\$375,792.33
Activity <b>630 - Activity Center Rental</b>							
Category <b>10 - Site Operations</b>	102,300.00	(73,300.00)	.00	109,950.00	(7,650.00)	107	16,350.00
Activity <b>630 - Activity Center Rental</b>	\$102,300.00	(\$73,300.00)	\$0.00	\$109,950.00	(\$7,650.00)	107%	\$16,350.00
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	8,875.00	(1,150.00)	.00	14,000.00	(5,125.00)	158	11,430.69
Activity <b>640 - Shelter Reservations</b>	\$8,875.00	(\$1,150.00)	\$0.00	\$14,000.00	(\$5,125.00)	158%	\$11,430.69
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	778,819.00	(70.00)	.00	995,976.36	(217,157.36)	128	929,159.40
Category <b>20 - Food/Beverage</b>	130,000.00	.00	.00	214,532.58	(84,532.58)	165	171,282.72
Category <b>30 - Sundry</b>	16,400.00	.00	.00	30,664.97	(14,264.97)	187	22,848.55
Activity <b>650 - Golf Course</b> Totals	\$925,219.00	(\$70.00)	\$0.00	\$1,241,173.91	(\$315,954.91)	134%	\$1,123,290.67
Activity <b>883 - Environmental Disc Center</b>							
Category <b>10 - Site Operations</b>	13,730.00	357.21	.00	16,149.46	(2,419.46)	118	6,513.00
Category <b>20 - Food/Beverage</b>	.00	.00	.00	31.44	(31.44)	+++	18.38
Category <b>30 - Sundry</b>	240.00	.00	.00	184.89	55.11	77	101.88
Activity <b>883 - Environmental Disc</b>	\$13,970.00	\$357.21	\$0.00	\$16,365.79	(\$2,395.79)	117%	\$6,633.26



# General Fund Revenue Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>8 - Operations</b>							
Location <b>115 - Indian Springs</b>							
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	153.92
Category <b>20 - Food/Beverage</b>	100.00	.00	.00	16.25	83.75	16	134.28
Category <b>70 - Other</b>	.00	.00	.00	463.47	(463.47)	+++	.00
Activity <b>990 - General</b> Totals	\$100.00	\$0.00	\$0.00	\$479.72	(\$379.72)	480%	\$288.20
Location <b>115 - Indian Springs</b> Totals	\$1,406,014.00	(\$68,675.79)	\$0.00	\$1,742,377.42	(\$336,363.42)	124%	\$1,533,785.15
Location <b>116 - Huron Meadows</b>							
Activity <b>580 - Cross Country Skiing</b>							
Category <b>10 - Site Operations</b>	44,825.00	9,250.00	.00	70,077.00	(25,252.00)	156	55,146.82
Category <b>20 - Food/Beverage</b>	1,700.00	286.00	.00	3,714.74	(2,014.74)	219	2.00
Category <b>30 - Sundry</b>	50.00	.00	.00	.00	50.00	0	.00
Activity <b>580 - Cross Country Skiing</b>	\$46,575.00	\$9,536.00	\$0.00	\$73,791.74	(\$27,216.74)	158%	\$55,148.82
Activity <b>590 - Tolling</b>							
Category <b>10 - Site Operations</b>	84,585.00	3,849.00	.00	81,942.00	2,643.00	97	92,970.92
Activity <b>590 - Tolling</b> Totals	\$84,585.00	\$3,849.00	\$0.00	\$81,942.00	\$2,643.00	97%	\$92,970.92
Activity <b>640 - Shelter Reservations</b>							
Category <b>10 - Site Operations</b>	7,500.00	.00	.00	10,000.00	(2,500.00)	133	8,963.79
Activity <b>640 - Shelter Reservations</b>	\$7,500.00	\$0.00	\$0.00	\$10,000.00	(\$2,500.00)	133%	\$8,963.79
Activity <b>650 - Golf Course</b>							
Category <b>10 - Site Operations</b>	1,008,000.00	.00	.00	1,022,913.46	(14,913.46)	101	1,047,334.58
Category <b>20 - Food/Beverage</b>	158,000.00	.00	.00	174,830.63	(16,830.63)	111	171,652.50
Category <b>30 - Sundry</b>	11,140.00	(23.88)	.00	15,186.04	(4,046.04)	136	12,832.46
Activity <b>650 - Golf Course</b> Totals	\$1,177,140.00	(\$23.88)	\$0.00	\$1,212,930.13	(\$35,790.13)	103%	\$1,231,819.54
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	.00	.00	.00	.00	.00	+++	106.56
Category <b>70 - Other</b>	.00	.00	.00	50.00	(50.00)	+++	.00
Activity <b>990 - General</b> Totals	\$0.00	\$0.00	\$0.00	\$50.00	(\$50.00)	+++	\$106.56
Location <b>116 - Huron Meadows</b> Totals	\$1,315,800.00	\$13,361.12	\$0.00	\$1,378,713.87	(\$62,913.87)	105%	\$1,389,009.63
Function <b>8 - Operations</b> Totals	\$23,383,387.18	\$527,044.30	\$0.00	\$24,307,434.28	(\$924,047.10)	104%	\$24,391,605.20

# General Fund Revenue Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>REVENUE</b>							
Function <b>9 - Administration</b>							
Location <b>100 - Administrative Office</b>							
Activity <b>710 - Administrative</b>							
Category <b>10 - Site Operations</b>	1,500.00	.00	.00	767.00	733.00	51	.00
Activity <b>710 - Administrative</b> Totals	\$1,500.00	\$0.00	\$0.00	\$767.00	\$733.00	51%	\$0.00
Activity <b>880 - Interpretive Center/Mill</b>							
Category <b>10 - Site Operations</b>	.00	4,755.50	.00	10,861.29	(10,861.29)	+++	.00
Activity <b>880 - Interpretive Center/Mill</b>	\$0.00	\$4,755.50	\$0.00	\$10,861.29	(\$10,861.29)	+++	\$0.00
Activity <b>990 - General</b>							
Category <b>10 - Site Operations</b>	.00	46,955.78	.00	47,215.78	(47,215.78)	+++	.00
Category <b>70 - Other</b>	36,022,626.29	791,991.59	.00	36,363,463.60	(340,837.31)	101	35,338,341.01
Activity <b>990 - General</b> Totals	\$36,022,626.29	\$838,947.37	\$0.00	\$36,410,679.38	(\$388,053.09)	101%	\$35,338,341.01
Location <b>100 - Administrative Office</b>	\$36,024,126.29	\$843,702.87	\$0.00	\$36,422,307.67	(\$398,181.38)	101%	\$35,338,341.01
Function <b>9 - Administration</b> Totals	\$36,024,126.29	\$843,702.87	\$0.00	\$36,422,307.67	(\$398,181.38)	101%	\$35,338,341.01
<b>REVENUE TOTALS</b>	\$59,407,704.53	\$1,370,747.17	\$0.00	\$60,729,933.01	(\$1,322,228.48)	102%	\$59,772,986.95
Fund <b>10 - General Fund</b> Totals	\$59,407,704.53	\$1,370,747.17	\$0.00	\$60,729,933.01	(\$1,322,228.48)		\$59,772,986.95
Grand Totals	\$59,407,704.53	\$1,370,747.17	\$0.00	\$60,729,933.01	(\$1,322,228.48)		\$59,772,986.95

# General Fund Expense Budget Performance

Fiscal Year to Date 12/31/22  
Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>								
Function <b>2 - Transfer</b>								
<b>EXPENSE</b>								
<i>Expenditures</i>								
<b>9965 Transfer Out - Capital Project Fund</b>								
9965.80	Transfer Out - Capital Project Fund	8,408,481.94	132,833.58	.00	8,408,481.94	.00	100	5,141,397.75
<b>9965 - Transfer Out - Capital Project Fund Totals</b>		<b>\$8,408,481.94</b>	<b>\$132,833.58</b>	<b>\$0.00</b>	<b>\$8,408,481.94</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$5,141,397.75</b>
<i>Expenditures Totals</i>		<i>\$8,408,481.94</i>	<i>\$132,833.58</i>	<i>\$0.00</i>	<i>\$8,408,481.94</i>	<i>\$0.00</i>	<i>100%</i>	<i>\$5,141,397.75</i>
<b>EXPENSE TOTALS</b>		<b>\$8,408,481.94</b>	<b>\$132,833.58</b>	<b>\$0.00</b>	<b>\$8,408,481.94</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$5,141,397.75</b>
<b>Function 2 - Transfer Totals</b>		<b>(\$8,408,481.94)</b>	<b>(\$132,833.58)</b>	<b>\$0.00</b>	<b>(\$8,408,481.94)</b>	<b>\$0.00</b>	<b>100%</b>	<b>(\$5,141,397.75)</b>
Function <b>5 - Capital</b>								
<b>EXPENSE</b>								
<i>Contractual Services</i>								
9130	Tools/Equipment	4,347,555.96	63,167.80	3,177,206.72	1,042,733.78	127,615.46	97	1,769,466.19
9135	Land Acquisition	.00	.00	.00	.00	.00	+++	789,638.25
9990	Unallocated Budget	933,574.58	.00	.00	.00	933,574.58	0	.00
<i>Contractual Services Totals</i>		<i>\$5,281,130.54</i>	<i>\$63,167.80</i>	<i>\$3,177,206.72</i>	<i>\$1,042,733.78</i>	<i>\$1,061,190.04</i>	<i>80%</i>	<i>\$2,559,104.44</i>
<b>EXPENSE TOTALS</b>		<b>\$5,281,130.54</b>	<b>\$63,167.80</b>	<b>\$3,177,206.72</b>	<b>\$1,042,733.78</b>	<b>\$1,061,190.04</b>	<b>80%</b>	<b>\$2,559,104.44</b>
<b>Function 5 - Capital Totals</b>		<b>(\$5,281,130.54)</b>	<b>(\$63,167.80)</b>	<b>(\$3,177,206.72)</b>	<b>(\$1,042,733.78)</b>	<b>(\$1,061,190.04)</b>	<b>80%</b>	<b>(\$2,559,104.44)</b>
Function <b>7 - Major Maintenance</b>								
<b>EXPENSE</b>								
<i>Personnel Services</i>								
9010	Full Time Wages	83,615.44	6,403.16	.00	69,310.75	14,304.69	83	153,227.58
9011	Full Time Overtime	.00	.00	.00	.00	.00	+++	483.36
9013	FT Benefits Pd to Emps	6,468.67	1,150.85	.00	5,515.72	952.95	85	13,316.38
9014	FT Benefits Pd for Emps	35,134.96	(3,641.90)	.00	28,818.73	6,316.23	82	81,683.97
9020	Part Time Wages	386.56	.00	.00	386.56	.00	100	1,614.03
9024	PT Benefits Pd for Emps	47.58	7.07	.00	47.58	.00	100	183.64
<i>Personnel Services Totals</i>		<i>\$125,653.21</i>	<i>\$3,919.18</i>	<i>\$0.00</i>	<i>\$104,079.34</i>	<i>\$21,573.87</i>	<i>83%</i>	<i>\$250,508.96</i>
<i>Contractual Services</i>								
9410	Professional Services	10,500.00	.00	.00	.00	10,500.00	0	20,500.00
9420	Outside Services	1,972,516.61	15,333.50	530,890.04	985,182.43	456,444.14	77	2,116,437.83
9450	Rents/Leases	3,425.00	2,219.00	.00	2,219.00	1,206.00	65	.00
9990	Unallocated Budget	1,815,796.52	.00	.00	.00	1,815,796.52	0	.00
<i>Contractual Services Totals</i>		<i>\$3,802,238.13</i>	<i>\$17,552.50</i>	<i>\$530,890.04</i>	<i>\$987,401.43</i>	<i>\$2,283,946.66</i>	<i>40%</i>	<i>\$2,136,937.83</i>
<b>EXPENSE TOTALS</b>		<b>\$3,927,891.34</b>	<b>\$21,471.68</b>	<b>\$530,890.04</b>	<b>\$1,091,480.77</b>	<b>\$2,305,520.53</b>	<b>41%</b>	<b>\$2,387,446.79</b>
<b>Function 7 - Major Maintenance Totals</b>		<b>(\$3,927,891.34)</b>	<b>(\$21,471.68)</b>	<b>(\$530,890.04)</b>	<b>(\$1,091,480.77)</b>	<b>(\$2,305,520.53)</b>	<b>41%</b>	<b>(\$2,387,446.79)</b>

# General Fund Expense Budget Performance

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>								
Function <b>8 - Operations</b>								
EXPENSE								
<i>Personnel Services</i>								
9010	Full Time Wages	10,854,372.28	1,224,963.63	.00	10,539,853.30	314,518.98	97	10,097,939.21
9011	Full Time Overtime	597,031.01	82,425.11	.00	575,155.38	21,875.63	96	443,259.37
9013	FT Benefits Pd to Emps	1,109,947.59	271,153.02	.00	1,087,172.26	22,775.33	98	1,149,907.77
9014	FT Benefits Pd for Emps	6,452,624.87	(454,693.63)	.00	5,613,953.69	838,671.18	87	7,034,196.81
9020	Part Time Wages	8,359,434.58	394,745.08	.00	8,109,017.17	250,417.41	97	7,491,537.02
9021	Part Time Overtime	85,135.59	8,232.54	.00	68,996.67	16,138.92	81	74,543.70
9023	PT Benefits Pd to Emps	5,149.61	352.56	.00	2,951.06	2,198.55	57	4,359.41
9024	PT Benefits Pd for Emps	879,812.70	207,300.00	.00	854,357.31	25,455.39	97	830,423.29
<i>Personnel Services Totals</i>		\$28,343,508.23	\$1,734,478.31	\$0.00	\$26,851,456.84	\$1,492,051.39	95%	\$27,126,166.58
<i>Contractual Services</i>								
9110	Operating Supplies	1,930,971.49	157,866.60	8,637.46	1,786,202.55	136,131.48	93	1,692,904.37
9120	Maintenance Materials	16.69	.00	.00	16.69	.00	100	390.15
9130	Tools/Equipment	776,009.74	91,092.68	5,415.38	701,416.07	69,178.29	91	623,104.45
9140	Chemicals	501,123.62	27,995.67	.00	487,549.40	13,574.22	97	449,638.47
9150	Equipment Fuel	782,843.15	24,123.52	.00	760,932.74	21,910.41	97	519,567.70
9160	Uniforms	100,795.21	5,443.68	1,802.00	90,974.12	8,019.09	92	82,798.41
9170	Resale Merchandise	816,725.57	(52,357.22)	.00	777,190.27	39,535.30	95	684,134.43
9420	Outside Services	2,843,707.48	282,864.50	10,420.89	2,664,809.29	168,477.30	94	2,473,919.93
9430	Insurances	563,820.00	(269,212.44)	.00	291,176.81	272,643.19	52	554,563.25
9440	Utilities	2,015,372.10	149,222.96	.00	1,927,128.10	88,244.00	96	1,819,822.16
9450	Rents/Leases	164,547.06	12,880.73	.00	159,159.81	5,387.25	97	131,872.16
9460	Postage/Shipping	3,810.20	134.70	.00	3,070.61	739.59	81	2,009.72
9510	Memberships	9,126.54	503.95	.00	4,462.43	4,664.11	49	7,411.49
9520	Employee Development	99,083.84	11,744.15	.00	87,484.96	11,598.88	88	38,732.86
9910	Over/Under	12,228.50	(369.19)	.00	1,453.18	10,775.32	12	(2,429.34)
9945	Inventory Gain/Loss on Adjustment	14,328.06	14,355.14	.00	13,410.34	917.72	94	(321.17)
<i>Contractual Services Totals</i>		\$10,634,509.25	\$456,289.43	\$26,275.73	\$9,756,437.37	\$851,796.15	92%	\$9,078,119.04
<b>EXPENSE TOTALS</b>		\$38,978,017.48	\$2,190,767.74	\$26,275.73	\$36,607,894.21	\$2,343,847.54	94%	\$36,204,285.62
Function <b>8 - Operations</b> Totals		(\$38,978,017.48)	(\$2,190,767.74)	(\$26,275.73)	(\$36,607,894.21)	(\$2,343,847.54)	94%	(\$36,204,285.62)
Function <b>9 - Administration</b>								
EXPENSE								
<i>Personnel Services</i>								
9010	Full Time Wages	4,510,675.32	523,226.45	.00	4,255,396.13	255,279.19	94	4,043,496.18
9011	Full Time Overtime	47,850.44	5,199.67	.00	45,834.13	2,016.31	96	13,688.56

# General Fund Expense Budget Performance

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>								
Function <b>9 - Administration</b>								
<b>EXPENSE</b>								
<i>Personnel Services</i>								
9013	FT Benefits Pd to Emps	346,135.38	87,853.38	.00	343,745.26	2,390.12	99	357,058.27
9014	FT Benefits Pd for Emps	2,321,636.52	(128,646.66)	.00	1,774,394.38	547,242.14	76	2,184,961.77
9020	Part Time Wages	594,899.29	34,107.25	.00	353,776.86	241,122.43	59	403,506.10
9021	Part Time Overtime	626.43	.00	.00	531.73	94.70	85	139.60
9024	PT Benefits Pd for Emps	44,815.44	6,351.09	.00	29,052.55	15,762.89	65	31,931.80
<i>Personnel Services Totals</i>		<b>\$7,866,638.82</b>	<b>\$528,091.18</b>	<b>\$0.00</b>	<b>\$6,802,731.04</b>	<b>\$1,063,907.78</b>	<b>86%</b>	<b>\$7,034,782.28</b>
<i>Contractual Services</i>								
9110	Operating Supplies	243,358.26	23,197.87	.00	197,074.83	46,283.43	81	130,765.85
9130	Tools/Equipment	234,228.29	19,029.29	7,721.24	192,863.88	33,643.17	86	127,303.28
9140	Chemicals	4,200.00	.00	.00	1,537.86	2,662.14	37	.00
9150	Equipment Fuel	58,923.64	35,906.21	.00	52,064.35	6,859.29	88	43,953.46
9160	Uniforms	5,653.98	147.98	.00	2,377.86	3,276.12	42	2,142.18
9410	Professional Services	724,835.90	30,263.50	389,619.28	316,966.62	18,250.00	97	158,801.58
9420	Outside Services	2,964,384.87	419,348.61	168,934.47	2,325,623.98	469,826.42	84	2,265,928.49
9430	Insurances	145,048.00	(65,017.56)	.00	78,368.50	66,679.50	54	129,385.05
9440	Utilities	164,899.03	15,324.85	.00	157,034.55	7,864.48	95	123,917.81
9450	Rents/Leases	6,820.00	400.00	.00	715.00	6,105.00	10	1,630.00
9460	Postage/Shipping	19,652.02	6,224.55	.00	19,268.02	384.00	98	14,053.11
9499	Miscellaneous	10,371.82	1,698.82	.00	10,371.82	.00	100	1,043.90
9510	Memberships	22,241.00	.00	.00	14,764.33	7,476.67	66	15,133.98
9520	Employee Development	116,142.00	3,175.30	6,187.50	26,212.27	83,742.23	28	48,079.55
9940	Inventory Variance	.00	.00	.00	(26.27)	26.27	+++	.24
<i>Contractual Services Totals</i>		<b>\$4,720,758.81</b>	<b>\$489,699.42</b>	<b>\$572,462.49</b>	<b>\$3,395,217.60</b>	<b>\$753,078.72</b>	<b>84%</b>	<b>\$3,062,138.48</b>
<b>EXPENSE TOTALS</b>		<b>\$12,587,397.63</b>	<b>\$1,017,790.60</b>	<b>\$572,462.49</b>	<b>\$10,197,948.64</b>	<b>\$1,816,986.50</b>	<b>86%</b>	<b>\$10,096,920.76</b>
Function <b>9 - Administration Totals</b>		<b>(\$12,587,397.63)</b>	<b>(\$1,017,790.60)</b>	<b>(\$572,462.49)</b>	<b>(\$10,197,948.64)</b>	<b>(\$1,816,986.50)</b>	<b>86%</b>	<b>(\$10,096,920.76)</b>
Fund <b>10 - General Fund Totals</b>		<b>\$69,182,918.93</b>	<b>\$3,426,031.40</b>	<b>\$4,306,834.98</b>	<b>\$57,348,539.34</b>	<b>\$7,527,544.61</b>		<b>\$56,389,155.36</b>
Grand Totals		<b>\$69,182,918.93</b>	<b>\$3,426,031.40</b>	<b>\$4,306,834.98</b>	<b>\$57,348,539.34</b>	<b>\$7,527,544.61</b>		<b>\$56,389,155.36</b>

# General Fund Expense Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 2 - Transfer</b>							
<b>Location 100 - Administrative Office</b>							
Activity 990 - General	8,408,481.94	132,833.58	.00	8,408,481.94	.00	100	5,141,397.75
Location 100 - Administrative Office	\$8,408,481.94	\$132,833.58	\$0.00	\$8,408,481.94	\$0.00	100%	\$5,141,397.75
Function 2 - Transfer Totals	\$8,408,481.94	\$132,833.58	\$0.00	\$8,408,481.94	\$0.00	100%	\$5,141,397.75
<b>Function 5 - Capital</b>							
<b>Location 100 - Administrative Office</b>							
Activity 180 - Natural Resources	168,658.00	.00	.00	167,157.78	1,500.22	99	43,253.00
Activity 990 - General	933,574.58	.00	.00	.00	933,574.58	0	.00
Location 100 - Administrative Office	\$1,102,232.58	\$0.00	\$0.00	\$167,157.78	\$935,074.80	15%	\$43,253.00
<b>Location 102 - Lake St. Clair</b>							
Activity 710 - Administrative	.00	.00	.00	.00	.00	+++	11,623.00
Activity 880 - Interpretive Center/Mill	11,062.77	.00	11,062.77	.00	.00	100	.00
Activity 940 - Heart Lab-LSC	12.69	.00	.00	12.69	.00	100	.00
Activity 990 - General	388,181.00	.00	300,665.26	74,137.00	13,378.74	97	258,793.31
Location 102 - Lake St. Clair Totals	\$399,256.46	\$0.00	\$311,728.03	\$74,149.69	\$13,378.74	97%	\$270,416.31
<b>Location 104 - Kensington</b>							
Activity 650 - Golf Course	212,879.00	.00	193,201.89	19,660.00	17.11	100	8,506.05
Activity 730 - Police	33,429.00	.00	.00	33,429.00	.00	100	.00
Activity 881 - Farm Learning Center	38,692.00	.00	38,691.36	.00	.64	100	.00
Activity 990 - General	459,169.23	6,815.00	368,490.88	86,549.00	4,129.35	99	175,605.83
Location 104 - Kensington Totals	\$744,169.23	\$6,815.00	\$600,384.13	\$139,638.00	\$4,147.10	99%	\$184,111.88
<b>Location 106 - Lower Huron/Will/Oakwoods</b>							
Activity 532 - Waterpark	10,669.00	10,668.80	.00	10,668.80	.20	100	.00
Activity 650 - Golf Course	329,047.00	.00	315,330.64	5,991.17	7,725.19	98	66,258.42
Activity 730 - Police	74,772.09	.00	.00	67,313.00	7,459.09	90	49,342.96
Activity 882 - Mobile Learning Center	87,270.00	.00	.00	87,270.00	.00	100	.00
Activity 990 - General	469,216.18	.00	422,576.92	46,639.26	.00	100	79,893.00
Location 106 - Lower	\$970,974.27	\$10,668.80	\$737,907.56	\$217,882.23	\$15,184.48	98%	\$195,494.38
<b>Location 108 - Hudson Mills/Dexter/Delhi</b>							
Activity 650 - Golf Course	150,840.00	.00	150,838.33	.00	1.67	100	202,180.53
Activity 730 - Police	.00	.00	.00	.00	.00	+++	33,429.00
Location 108 - Hudson	\$150,840.00	\$0.00	\$150,838.33	\$0.00	\$1.67	100%	\$235,609.53
<b>Location 109 - Stony Creek</b>							
Activity 650 - Golf Course	62,856.00	.00	57,856.00	.00	5,000.00	92	87,973.42
Activity 730 - Police	49,511.78	.00	.00	49,471.99	39.79	100	33,884.00



# General Fund Expense Budget by Organization

Through 12/31/22  
 Prior Fiscal Year Activity Included  
 Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 5 - Capital</b>							
Location <b>109 - Stony Creek</b>							
Activity <b>990 - General</b>	355,200.00	24,160.00	221,788.77	93,335.40	40,075.83	89	208,227.64
Location <b>109 - Stony Creek</b> Totals	\$467,567.78	\$24,160.00	\$279,644.77	\$142,807.39	\$45,115.62	90%	\$330,085.06
Location <b>112 - Lake Erie</b>							
Activity <b>650 - Golf Course</b>	89,044.00	.00	65,984.07	.00	23,059.93	74	94,425.34
Activity <b>730 - Police</b>	.00	.00	.00	.00	.00	+++	33,429.00
Activity <b>880 - Interpretive Center/Mill</b>	30,574.00	.00	30,573.36	.00	.64	100	.00
Activity <b>990 - General</b>	268,661.22	.00	84,563.68	180,600.69	3,496.85	99	200,061.85
Location <b>112 - Lake Erie</b> Totals	\$388,279.22	\$0.00	\$181,121.11	\$180,600.69	\$26,557.42	93%	\$327,916.19
Location <b>113 - Wolcott</b>							
Activity <b>630 - Activity Center Rental</b>	42,218.00	.00	42,218.00	.00	.00	100	.00
Activity <b>881 - Farm Learning Center</b>	80,933.00	21,524.00	.00	74,933.00	6,000.00	93	49,074.00
Activity <b>990 - General</b>	22,000.00	.00	6,350.00	.00	15,650.00	29	813,038.25
Location <b>113 - Wolcott</b> Totals	\$145,151.00	\$21,524.00	\$48,568.00	\$74,933.00	\$21,650.00	85%	\$862,112.25
Location <b>115 - Indian Springs</b>							
Activity <b>650 - Golf Course</b>	731,180.00	.00	731,178.48	.00	1.52	100	58,908.80
Location <b>115 - Indian Springs</b> Totals	\$731,180.00	\$0.00	\$731,178.48	\$0.00	\$1.52	100%	\$58,908.80
Location <b>116 - Huron Meadows</b>							
Activity <b>650 - Golf Course</b>	43,866.00	.00	43,865.64	.00	.36	100	51,197.04
Activity <b>990 - General</b>	137,614.00	.00	91,970.67	45,565.00	78.33	100	.00
Location <b>116 - Huron Meadows</b> Totals	\$181,480.00	\$0.00	\$135,836.31	\$45,565.00	\$78.69	100%	\$51,197.04
Function <b>5 - Capital</b> Totals	\$5,281,130.54	\$63,167.80	\$3,177,206.72	\$1,042,733.78	\$1,061,190.04	80%	\$2,559,104.44
<b>Function 7 - Major Maintenance</b>							
Location <b>100 - Administrative Office</b>							
Activity <b>192 - Engineering</b>	21,573.87	.00	.00	.00	21,573.87	0	.00
Activity <b>710 - Administrative</b>	17,957.00	.00	.00	17,957.00	.00	100	130,147.59
Activity <b>990 - General</b>	17,951.00	.00	.00	.00	17,951.00	0	.00
Location <b>100 - Administrative Office</b>	\$57,481.87	\$0.00	\$0.00	\$17,957.00	\$39,524.87	31%	\$130,147.59
Location <b>102 - Lake St. Clair</b>							
Activity <b>531 - Pool</b>	16,399.00	.00	.00	.00	16,399.00	0	171,121.83
Activity <b>535 - Sprayzone</b>	.00	.00	.00	.00	.00	+++	12,285.00
Activity <b>540 - Dockage/Boat Storage</b>	467.64	(27.26)	.00	467.64	.00	100	1,169.51
Activity <b>660 - Disc/Adventure Golf</b>	.00	.00	.00	.00	.00	+++	27,612.60
Activity <b>710 - Administrative</b>	.00	.00	.00	.00	.00	+++	25,802.73
Activity <b>990 - General</b>	595,648.21	1,203.48	.00	259,262.21	336,386.00	44	365,520.11

# General Fund Expense Budget by Organization

Through 12/31/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 7 - Major Maintenance</b>							
Location <b>102 - Lake St. Clair</b> Totals	\$612,514.85	\$1,176.22	\$0.00	\$259,729.85	\$352,785.00	42%	\$603,511.78
Location <b>104 - Kensington</b>							
Activity <b>535 - Sprayzone</b>	92,721.51	1,328.81	88,600.00	4,121.51	.00	100	26,019.30
Activity <b>538 - Beach</b>	.00	.00	.00	.00	.00	+++	44,074.06
Activity <b>650 - Golf Course</b>	161,711.50	2,219.00	22,579.50	101,350.10	37,781.90	77	.00
Activity <b>881 - Farm Learning Center</b>	1.19	1.19	.00	1.19	.00	100	70,260.15
Activity <b>990 - General</b>	709,893.58	1,840.32	24,543.28	368,898.71	316,451.59	55	228,173.60
Location <b>104 - Kensington</b> Totals	\$964,327.78	\$5,389.32	\$135,722.78	\$474,371.51	\$354,233.49	63%	\$368,527.11
Location <b>106 - Lower Huron/Will/Oakwoods</b>							
Activity <b>532 - Waterpark</b>	130,198.19	(330.97)	14,298.60	109,048.99	6,850.60	95	47,829.82
Activity <b>590 - Tolling</b>	41,685.94	79.10	40,470.00	1,215.94	.00	100	.00
Activity <b>990 - General</b>	707,182.39	(1,075.67)	.00	27,617.75	679,564.64	4	172,632.35
Location <b>106 - Lower</b>	\$879,066.52	(\$1,327.54)	\$54,768.60	\$137,882.68	\$686,415.24	22%	\$220,462.17
Location <b>108 - Hudson Mills/Dexter/Delhi</b>							
Activity <b>650 - Golf Course</b>	2,507.66	(.53)	.00	2,507.66	.00	100	66,220.48
Activity <b>990 - General</b>	94,000.00	.00	.00	.00	94,000.00	0	254,365.52
Location <b>108 - Hudson</b>	\$96,507.66	(\$0.53)	\$0.00	\$2,507.66	\$94,000.00	3%	\$320,586.00
Location <b>109 - Stony Creek</b>							
Activity <b>538 - Beach</b>	.00	.00	.00	.00	.00	+++	20,548.00
Activity <b>650 - Golf Course</b>	67,170.00	.00	.00	67,170.36	(.36)	100	.00
Activity <b>990 - General</b>	119,626.53	(35.04)	35,020.00	606.78	83,999.75	30	44,207.66
Location <b>109 - Stony Creek</b> Totals	\$186,796.53	(\$35.04)	\$35,020.00	\$67,777.14	\$83,999.39	55%	\$64,755.66
Location <b>112 - Lake Erie</b>							
Activity <b>531 - Pool</b>	447,637.03	239.65	118,492.00	3,311.83	325,833.20	27	82,302.04
Activity <b>540 - Dockage/Boat Storage</b>	19,406.00	.00	.00	8,906.00	10,500.00	46	35,500.00
Activity <b>650 - Golf Course</b>	23,350.00	.00	.00	23,350.00	.00	100	.00
Activity <b>880 - Interpretive Center/Mill</b>	1,601.80	(93.45)	.00	1,601.80	.00	100	.00
Activity <b>990 - General</b>	350,967.56	704.35	.00	16,336.56	334,631.00	5	315,304.87
Location <b>112 - Lake Erie</b> Totals	\$842,962.39	\$850.55	\$118,492.00	\$53,506.19	\$670,964.20	20%	\$433,106.91
Location <b>113 - Wolcott</b>							
Activity <b>880 - Interpretive Center/Mill</b>	.00	.00	.00	.00	.00	+++	12,485.85
Activity <b>881 - Farm Learning Center</b>	51,421.95	3,276.74	.00	47,206.95	4,215.00	92	48,214.94
Location <b>113 - Wolcott</b> Totals	\$51,421.95	\$3,276.74	\$0.00	\$47,206.95	\$4,215.00	92%	\$60,700.79
Location <b>115 - Indian Springs</b>							
Activity <b>535 - Sprayzone</b>	.00	.00	.00	.00	.00	+++	23,333.49

# General Fund Expense Budget by Organization

Through 12/31/22  
 Prior Fiscal Year Activity Included  
 Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 7 - Major Maintenance</b>							
Location <b>115 - Indian Springs</b>							
Activity <b>650 - Golf Course</b>	117,237.00	.00	105,536.66	11,700.00	.34	100	.00
Activity <b>883 - Environmental Disc</b>	3,512.14	7.07	(1,920.00)	2,354.14	3,078.00	12	136,738.81
Activity <b>990 - General</b>	27,975.00	11,975.00	.00	11,975.00	16,000.00	43	.00
Location <b>115 - Indian Springs Totals</b>	<b>\$148,724.14</b>	<b>\$11,982.07</b>	<b>\$103,616.66</b>	<b>\$26,029.14</b>	<b>\$19,078.34</b>	<b>87%</b>	<b>\$160,072.30</b>
Location <b>116 - Huron Meadows</b>							
Activity <b>650 - Golf Course</b>	88,087.65	159.89	83,270.00	4,512.65	305.00	100	25,576.48
Location <b>116 - Huron Meadows Totals</b>	<b>\$88,087.65</b>	<b>\$159.89</b>	<b>\$83,270.00</b>	<b>\$4,512.65</b>	<b>\$305.00</b>	<b>100%</b>	<b>\$25,576.48</b>
Function <b>7 - Major Maintenance Totals</b>	<b>\$3,927,891.34</b>	<b>\$21,471.68</b>	<b>\$530,890.04</b>	<b>\$1,091,480.77</b>	<b>\$2,305,520.53</b>	<b>41%</b>	<b>\$2,387,446.79</b>
<b>Function 8 - Operations</b>							
Location <b>100 - Administrative Office</b>							
Activity <b>380 - Outside Lease/Rent</b>	33,045.65	.00	.00	33,045.65	.00	100	29,305.48
Activity <b>590 - Tolling</b>	30,149.72	9,131.52	.00	30,074.72	75.00	100	22,371.49
Location <b>100 - Administrative Office</b>	<b>\$63,195.37</b>	<b>\$9,131.52</b>	<b>\$0.00</b>	<b>\$63,120.37</b>	<b>\$75.00</b>	<b>100%</b>	<b>\$51,676.97</b>
Location <b>102 - Lake St. Clair</b>							
Activity <b>180 - Natural Resources</b>	124,997.05	21,579.51	.00	123,103.05	1,894.00	98	74,669.89
Activity <b>531 - Pool</b>	332,490.69	2,282.53	.00	325,373.38	7,117.31	98	294,464.10
Activity <b>535 - Sprayzone</b>	19,444.04	3,329.02	.00	17,226.67	2,217.37	89	18,707.65
Activity <b>538 - Beach</b>	28,252.44	4,352.64	.00	21,297.27	6,955.17	75	8,599.40
Activity <b>540 - Dockage/Boat Storage</b>	82,915.71	2,202.55	.00	70,937.96	11,977.75	86	84,752.95
Activity <b>565 - Plaza Concession</b>	300.00	.00	.00	.00	300.00	0	280.98
Activity <b>590 - Tolling</b>	133,823.87	8,190.48	.00	120,081.71	13,742.16	90	117,111.16
Activity <b>630 - Activity Center Rental</b>	64,326.89	3,227.06	.00	46,082.69	18,244.20	72	29,869.11
Activity <b>640 - Shelter Reservations</b>	1,000.00	.00	.00	43.30	956.70	4	2,139.20
Activity <b>655 - Par 3/Foot Golf</b>	132,575.50	(281.66)	.00	111,709.07	20,866.43	84	101,364.69
Activity <b>660 - Disc/Adventure Golf</b>	25,418.04	432.26	.00	23,095.80	2,322.24	91	22,084.62
Activity <b>670 - Trackless Train</b>	39,844.89	290.45	.00	24,358.59	15,486.30	61	11,328.83
Activity <b>700 - Special Events</b>	53,054.93	193.67	.00	48,756.47	4,298.46	92	43,384.61
Activity <b>710 - Administrative</b>	777,401.75	42,671.43	.00	706,369.98	71,031.77	91	745,549.16
Activity <b>730 - Police</b>	814,111.42	45,448.83	829.60	744,729.48	68,552.34	92	793,895.96
Activity <b>870 - Wildlife Management</b>	25,400.00	1,742.00	.00	17,028.00	8,372.00	67	15,678.00
Activity <b>880 - Interpretive Center/Mill</b>	372,545.97	28,391.18	.00	339,016.05	33,529.92	91	376,137.33
Activity <b>940 - Heart Lab-LSC</b>	76.00	.00	.00	.00	76.00	0	.00
Activity <b>990 - General</b>	2,073,123.83	150,951.07	3,657.92	1,902,511.66	166,954.25	92	1,979,043.57
Activity <b>991 - Joint Government Maint</b>	39,170.00	(1,259.79)	.00	28,871.94	10,298.06	74	49,473.52

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 8 - Operations</b>							
Location <b>102 - Lake St. Clair</b> Totals	\$5,140,273.02	\$313,743.23	\$4,487.52	\$4,670,593.07	\$465,192.43	91%	\$4,768,534.73
Location <b>104 - Kensington</b>							
Activity <b>180 - Natural Resources</b>	184,961.47	7,556.34	.00	168,167.95	16,793.52	91	128,065.53
Activity <b>535 - Sprayzone</b>	177,758.74	4,006.26	.00	177,213.73	545.01	100	150,799.32
Activity <b>538 - Beach</b>	194,116.48	4,737.46	.00	185,601.33	8,515.15	96	210,630.40
Activity <b>540 - Dockage/Boat Storage</b>	3,753.11	(455.58)	.00	3,230.44	522.67	86	2,986.89
Activity <b>550 - Boat Rental</b>	144,226.03	18,352.20	.00	143,521.45	704.58	100	131,179.91
Activity <b>560 - Excursion Boat</b>	38,461.79	2,174.58	.00	38,148.49	313.30	99	14,046.88
Activity <b>580 - Cross Country Skiing</b>	18,051.11	3,343.00	.00	17,437.48	613.63	97	12,425.84
Activity <b>590 - Tolling</b>	390,042.76	26,570.30	2,526.96	386,782.26	733.54	100	353,128.48
Activity <b>615 - Group Camping</b>	635.00	.00	.00	634.54	.46	100	2,937.60
Activity <b>635 - Mobile Stage</b>	220.00	.00	.00	212.50	7.50	97	505.13
Activity <b>640 - Shelter Reservations</b>	.00	.00	.00	.00	.00	+++	2,792.65
Activity <b>650 - Golf Course</b>	859,104.88	9,344.44	.00	839,616.67	19,488.21	98	784,156.45
Activity <b>660 - Disc/Adventure Golf</b>	66,784.09	3,766.53	.00	66,701.19	82.90	100	64,974.49
Activity <b>700 - Special Events</b>	56,914.63	(531.16)	.00	56,283.39	631.24	99	49,543.99
Activity <b>710 - Administrative</b>	1,028,729.46	41,029.55	.00	990,457.38	38,272.08	96	981,893.99
Activity <b>730 - Police</b>	1,177,468.02	91,616.62	830.09	1,143,360.80	33,277.13	97	1,074,478.15
Activity <b>870 - Wildlife Management</b>	38,092.70	785.01	.00	35,235.76	2,856.94	93	14,965.71
Activity <b>880 - Interpretive Center/Mill</b>	404,083.77	28,960.30	.00	365,639.44	38,444.33	90	434,674.30
Activity <b>881 - Farm Learning Center</b>	929,540.94	62,090.67	.00	887,377.88	42,163.06	95	838,670.64
Activity <b>882 - Mobile Learning Center</b>	192,822.07	12,145.30	.00	155,442.79	37,379.28	81	156,906.54
Activity <b>990 - General</b>	2,441,783.27	167,637.87	.00	2,412,848.51	28,934.76	99	2,498,512.23
Activity <b>991 - Joint Government Maint</b>	3,248.04	40.39	.00	3,244.70	3.34	100	6,489.77
Location <b>104 - Kensington</b> Totals	\$8,350,798.36	\$483,170.08	\$3,357.05	\$8,077,158.68	\$270,282.63	97%	\$7,914,764.89
Location <b>106 - Lower Huron/Will/Oakwoods</b>							
Activity <b>180 - Natural Resources</b>	165,042.26	50,020.54	.00	146,367.80	18,674.46	89	143,939.75
Activity <b>531 - Pool</b>	320,060.94	875.72	.00	311,796.65	8,264.29	97	277,258.95
Activity <b>532 - Waterpark</b>	790,674.13	(1,493.85)	.00	755,060.15	35,613.98	95	479,661.15
Activity <b>550 - Boat Rental</b>	5,904.23	508.44	.00	5,857.73	46.50	99	5,795.42
Activity <b>580 - Cross Country Skiing</b>	45.00	.00	.00	44.28	.72	98	319.96
Activity <b>590 - Tolling</b>	287,782.22	16,397.02	.00	283,890.96	3,891.26	99	283,398.80
Activity <b>610 - Family Camping</b>	6,053.68	2,028.98	.00	5,944.43	109.25	98	5,506.59
Activity <b>615 - Group Camping</b>	346.00	.00	.00	324.00	22.00	94	304.00
Activity <b>640 - Shelter Reservations</b>	.00	.00	.00	.00	.00	+++	1,195.62

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 8 - Operations</b>							
<b>Location 106 - Lower Huron/Will/Oakwoods</b>							
Activity 650 - Golf Course	677,637.52	24,807.98	.00	648,909.80	28,727.72	96	636,187.11
Activity 660 - Disc/Adventure Golf	7,378.00	47.98	.00	7,377.12	.88	100	268.70
Activity 700 - Special Events	49,744.82	(27.72)	.00	49,706.69	38.13	100	24,912.24
Activity 710 - Administrative	816,593.59	52,319.90	.00	797,546.00	19,047.59	98	775,781.09
Activity 730 - Police	854,120.67	58,339.47	2,524.59	777,021.96	74,574.12	91	913,436.08
Activity 870 - Wildlife Management	24,676.32	(732.62)	.00	23,711.68	964.64	96	13,460.62
Activity 880 - Interpretive Center/Mill	360,060.02	23,258.35	.00	333,625.60	26,434.42	93	317,117.91
Activity 882 - Mobile Learning Center	252,892.20	11,242.97	.00	237,010.69	15,881.51	94	158,585.42
Activity 884 - Community Outreach	208,368.77	25,865.78	.00	166,410.36	41,958.41	80	.00
Activity 990 - General	2,354,958.32	139,900.44	.00	2,253,920.56	101,037.76	96	2,232,628.55
Location 106 - Lower	\$7,182,338.69	\$403,359.38	\$2,524.59	\$6,804,526.46	\$375,287.64	95%	\$6,269,757.96
<b>Location 108 - Hudson Mills/Dexter/Delhi</b>							
Activity 180 - Natural Resources	118,756.36	9,127.03	.00	108,006.74	10,749.62	91	69,215.28
Activity 550 - Boat Rental	11,066.00	.00	.00	11,033.40	32.60	100	11,585.90
Activity 580 - Cross Country Skiing	4,373.47	142.29	.00	2,067.13	2,306.34	47	836.94
Activity 590 - Tolling	97,537.44	6,566.09	.00	97,122.74	414.70	100	94,709.83
Activity 615 - Group Camping	595.00	.00	.00	580.26	14.74	98	509.80
Activity 640 - Shelter Reservations	.00	.00	.00	.00	.00	+++	548.68
Activity 650 - Golf Course	632,444.11	6,276.61	.00	616,455.40	15,988.71	97	580,937.00
Activity 660 - Disc/Adventure Golf	13,399.00	33.32	.00	10,500.26	2,898.74	78	6,821.31
Activity 700 - Special Events	10,948.53	646.68	.00	10,449.63	498.90	95	10,145.25
Activity 710 - Administrative	601,164.14	33,426.30	.00	583,783.69	17,380.45	97	562,402.43
Activity 730 - Police	585,329.29	41,459.95	830.09	551,833.10	32,666.10	94	624,353.80
Activity 870 - Wildlife Management	12,002.97	(641.91)	.00	10,968.80	1,034.17	91	200.00
Activity 880 - Interpretive Center/Mill	145,092.36	9,836.52	.00	131,200.53	13,891.83	90	126,062.16
Activity 990 - General	853,398.13	61,281.30	.00	773,667.31	79,730.82	91	833,472.41
Activity 991 - Joint Government Maint	4,908.92	(182.58)	.00	4,646.03	262.89	95	4,244.40
Location 108 - Hudson	\$3,091,015.72	\$167,971.60	\$830.09	\$2,912,315.02	\$177,870.61	94%	\$2,926,045.19
<b>Location 109 - Stony Creek</b>							
Activity 180 - Natural Resources	122,514.19	(117.38)	.00	83,286.65	39,227.54	68	120,670.25
Activity 537 - Ripside	44,420.41	304.26	.00	42,501.99	1,918.42	96	43,057.59
Activity 538 - Beach	331,839.24	1,205.65	.00	315,287.40	16,551.84	95	297,240.14
Activity 540 - Dockage/Boat Storage	48,968.40	12,125.93	.00	33,112.55	15,855.85	68	11,630.42
Activity 550 - Boat Rental	102,738.83	2,285.58	.00	98,580.03	4,158.80	96	106,492.23

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<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 8 - Operations</b>							
<b>Location 109 - Stony Creek</b>							
Activity 580 - Cross Country Skiing	9,214.00	525.85	.00	6,520.73	2,693.27	71	5,715.59
Activity 590 - Tolling	162,337.01	10,876.67	.00	162,249.67	87.34	100	181,432.31
Activity 610 - Family Camping	20,356.32	1,077.26	.00	18,264.50	2,091.82	90	37,006.83
Activity 630 - Activity Center Rental	70.00	.00	.00	65.99	4.01	94	21,607.88
Activity 640 - Shelter Reservations	.00	.00	.00	.00	.00	+++	2,454.10
Activity 650 - Golf Course	917,149.35	26,800.05	.00	901,086.79	16,062.56	98	868,132.94
Activity 660 - Disc/Adventure Golf	37,276.24	661.60	.00	33,015.38	4,260.86	89	28,830.51
Activity 700 - Special Events	44,702.63	(127.74)	.00	42,388.37	2,314.26	95	33,428.81
Activity 710 - Administrative	804,591.37	61,461.36	.00	793,221.41	11,369.96	99	645,576.22
Activity 730 - Police	899,042.68	59,462.73	936.59	827,345.49	70,760.60	92	851,458.89
Activity 870 - Wildlife Management	28,344.00	905.98	.00	20,314.10	8,029.90	72	12,500.00
Activity 880 - Interpretive Center/Mill	404,850.00	27,547.73	.00	371,521.15	33,328.85	92	342,448.59
Activity 882 - Mobile Learning Center	181,774.03	16,009.33	.00	163,599.78	18,174.25	90	154,999.02
Activity 990 - General	1,810,959.17	95,185.70	10,420.89	1,742,395.13	58,143.15	97	1,796,324.13
Activity 991 - Joint Government Maint	5,960.07	(200.83)	.00	3,225.78	2,734.29	54	8,269.51
Location 109 - Stony Creek Totals	\$5,977,107.94	\$315,989.73	\$11,357.48	\$5,657,982.89	\$307,767.57	95%	\$5,569,275.96
<b>Location 112 - Lake Erie</b>							
Activity 180 - Natural Resources	44,973.82	686.83	.00	24,810.14	20,163.68	55	38,293.99
Activity 531 - Pool	35,797.00	(3,308.40)	.00	23,815.10	11,981.90	67	143,698.75
Activity 540 - Dockage/Boat Storage	122,203.98	16,497.76	.00	107,241.58	14,962.40	88	98,996.79
Activity 590 - Tolling	74,614.90	6,509.09	.00	73,786.26	828.64	99	62,437.61
Activity 640 - Shelter Reservations	300.00	249.46	.00	249.46	50.54	83	315.28
Activity 650 - Golf Course	752,392.50	41,179.93	2,888.42	708,504.01	41,000.07	95	702,835.69
Activity 700 - Special Events	16,050.00	.00	.00	15,507.01	542.99	97	12,710.50
Activity 710 - Administrative	657,985.38	36,718.18	.00	597,741.02	60,244.36	91	634,242.41
Activity 730 - Police	685,727.12	43,353.91	830.58	641,235.99	43,660.55	94	630,417.13
Activity 870 - Wildlife Management	18,477.96	(410.29)	.00	12,274.62	6,203.34	66	1,959.52
Activity 880 - Interpretive Center/Mill	335,690.02	30,761.49	.00	276,806.01	58,884.01	82	302,640.84
Activity 990 - General	1,234,609.73	70,952.80	.00	1,154,565.80	80,043.93	94	1,225,914.09
Location 112 - Lake Erie Totals	\$3,978,822.41	\$243,190.76	\$3,719.00	\$3,636,537.00	\$338,566.41	91%	\$3,854,462.60
<b>Location 113 - Wolcott</b>							
Activity 180 - Natural Resources	28,841.40	20.69	.00	19,245.05	9,596.35	67	19,065.41
Activity 590 - Tolling	13,212.03	478.68	.00	13,201.69	10.34	100	4,974.17
Activity 615 - Group Camping	6,476.00	406.59	.00	6,128.72	347.28	95	4,148.07



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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 8 - Operations</b>							
<b>Location 113 - Wolcott</b>							
Activity 630 - Activity Center Rental	19,625.52	25.63	.00	15,347.31	4,278.21	78	24,971.64
Activity 640 - Shelter Reservations	.00	.00	.00	.00	.00	+++	205.72
Activity 650 - Golf Course	.00	.00	.00	.00	.00	+++	29.51
Activity 710 - Administrative	40,299.00	126.39	.00	31,141.40	9,157.60	77	37,907.24
Activity 730 - Police	142,164.00	9,870.97	.00	111,243.15	30,920.85	78	139,000.44
Activity 880 - Interpretive Center/Mill	77,895.76	7,114.85	.00	65,491.21	12,404.55	84	65,624.90
Activity 881 - Farm Learning Center	946,412.46	81,244.73	.00	890,500.50	55,911.96	94	873,134.46
Activity 990 - General	288,948.67	20,502.82	.00	279,493.10	9,455.57	97	264,313.67
Location 113 - Wolcott Totals	\$1,563,874.84	\$119,791.35	\$0.00	\$1,431,792.13	\$132,082.71	92%	\$1,433,375.23
<b>Location 115 - Indian Springs</b>							
Activity 180 - Natural Resources	92,949.00	(1,040.97)	.00	65,343.87	27,605.13	70	71,383.39
Activity 535 - Sprayzone	13,037.21	105.02	.00	12,899.92	137.29	99	7,510.25
Activity 580 - Cross Country Skiing	109.57	1.57	.00	105.67	3.90	96	.00
Activity 590 - Tolling	69,368.37	7,596.74	.00	68,359.68	1,008.69	99	70,598.13
Activity 630 - Activity Center Rental	39,983.75	810.42	.00	39,339.60	644.15	98	16,387.20
Activity 640 - Shelter Reservations	.00	.00	.00	.00	.00	+++	236.13
Activity 650 - Golf Course	909,089.26	17,885.61	.00	885,938.74	23,150.52	97	820,792.79
Activity 700 - Special Events	.00	.00	.00	.00	.00	+++	6.65
Activity 710 - Administrative	291,196.87	20,308.97	.00	278,628.19	12,568.68	96	265,723.82
Activity 730 - Police	97,826.95	(7,150.73)	.00	68,033.37	29,793.58	70	193,605.23
Activity 870 - Wildlife Management	13,367.48	(233.61)	.00	12,954.48	413.00	97	667.99
Activity 880 - Interpretive Center/Mill	729.81	.00	.00	729.81	.00	100	.00
Activity 883 - Environmental Disc	454,390.32	26,704.63	.00	382,190.98	72,199.34	84	442,964.41
Activity 990 - General	378,491.63	24,429.07	.00	361,369.22	17,122.41	95	362,353.62
Location 115 - Indian Springs Totals	\$2,360,540.22	\$89,416.72	\$0.00	\$2,175,893.53	\$184,646.69	92%	\$2,252,229.61
<b>Location 116 - Huron Meadows</b>							
Activity 180 - Natural Resources	54,284.00	3,143.04	.00	33,878.90	20,405.10	62	21,717.55
Activity 580 - Cross Country Skiing	70,661.18	9,078.06	.00	66,236.26	4,424.92	94	68,044.55
Activity 590 - Tolling	2,730.77	43.39	.00	2,729.53	1.24	100	4,278.04
Activity 640 - Shelter Reservations	.00	.00	.00	.00	.00	+++	190.82
Activity 650 - Golf Course	678,644.66	7,182.17	.00	665,445.34	13,199.32	98	634,183.44
Activity 710 - Administrative	81,255.43	2,578.54	.00	76,927.03	4,328.40	95	74,970.54
Activity 730 - Police	78,136.52	5,079.28	.00	46,751.50	31,385.02	60	64,864.92
Activity 990 - General	304,338.35	17,898.89	.00	286,006.50	18,331.85	94	295,912.62

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Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 10 - General Fund</b>							
<b>EXPENSE</b>							
<b>Function 8 - Operations</b>							
Location <b>116 - Huron Meadows</b> Totals	\$1,270,050.91	\$45,003.37	\$0.00	\$1,177,975.06	\$92,075.85	93%	\$1,164,162.48
Function <b>8 - Operations</b> Totals	\$38,978,017.48	\$2,190,767.74	\$26,275.73	\$36,607,894.21	\$2,343,847.54	94%	\$36,204,285.62
<b>Function 9 - Administration</b>							
<b>Location 100 - Administrative Office</b>							
Activity <b>100 - Director/Deputy Dir Dept</b>	995,475.64	17,254.65	113,802.15	782,758.01	98,915.48	90	801,406.54
Activity <b>102 - Diversity, Equity &amp;</b>	552,467.68	27,146.21	.00	346,110.80	206,356.88	63	256,825.44
Activity <b>110 - Finance Department</b>	1,099,386.74	68,865.57	.00	953,987.02	145,399.72	87	959,524.38
Activity <b>120 - Human Resource</b>	697,267.47	44,121.57	.00	579,138.66	118,128.81	83	632,712.06
Activity <b>130 -</b>	1,641,656.36	105,465.63	.00	1,514,300.87	127,355.49	92	1,415,895.54
Activity <b>140 - Information Technology</b>	1,764,130.67	81,978.93	39,266.06	1,472,733.64	252,130.97	86	1,491,040.01
Activity <b>150 - Purchasing Department</b>	221,358.36	9,606.03	.00	138,363.92	82,994.44	63	189,660.60
Activity <b>180 - Natural Resources</b>	833,203.72	87,501.68	.00	666,502.01	166,701.71	80	742,390.91
Activity <b>190 - Planning</b>	1,274,555.68	58,395.47	273,882.25	806,596.43	194,077.00	85	926,081.12
Activity <b>192 - Engineering</b>	1,288,751.11	94,714.13	115,737.03	1,014,542.64	158,471.44	88	1,051,419.28
Activity <b>710 - Administrative</b>	700,587.30	56,059.01	.00	636,815.22	63,772.08	91	646,518.67
Activity <b>730 - Police</b>	676,376.30	46,706.93	.00	627,988.18	48,388.12	93	424,713.51
Activity <b>880 - Interpretive Center/Mill</b>	248,945.95	14,438.79	3,990.00	227,293.68	17,662.27	93	187,022.80
Activity <b>990 - General</b>	.00	.00	.00	.00	.00	+++	361.83
Activity <b>991 - Joint Government Maint</b>	593,234.65	305,536.00	25,785.00	430,817.56	136,632.09	77	371,348.07
Location <b>100 - Administrative Office</b>	\$12,587,397.63	\$1,017,790.60	\$572,462.49	\$10,197,948.64	\$1,816,986.50	86%	\$10,096,920.76
Function <b>9 - Administration</b> Totals	\$12,587,397.63	\$1,017,790.60	\$572,462.49	\$10,197,948.64	\$1,816,986.50	86%	\$10,096,920.76
<b>EXPENSE TOTALS</b>	\$69,182,918.93	\$3,426,031.40	\$4,306,834.98	\$57,348,539.34	\$7,527,544.61	89%	\$56,389,155.36
Fund <b>10 - General Fund</b> Totals	\$69,182,918.93	\$3,426,031.40	\$4,306,834.98	\$57,348,539.34	\$7,527,544.61		\$56,389,155.36
Grand Totals	\$69,182,918.93	\$3,426,031.40	\$4,306,834.98	\$57,348,539.34	\$7,527,544.61		\$56,389,155.36

# Suppl Maj Mnt Fund Balance Sheet

Through 12/31/22  
Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
Fund Category <b>Governmental Funds</b>				
Fund Type <b>Special Revenue Funds</b>				
Fund <b>20 - Supplemental Maj Mnt Fund</b>				
<b>ASSETS</b>				
<i>ASSETS</i>				
<i>INVESTMENTS</i>				
Comerica Restricted Funds	5,162,746.02	5,103,380.89	59,365.13	1.16
<i>INVESTMENTS Totals</i>	<u>\$5,162,746.02</u>	<u>\$5,103,380.89</u>	<u>\$59,365.13</u>	<u>1.16%</u>
<i>ASSETS Totals</i>	<u>\$5,162,746.02</u>	<u>\$5,103,380.89</u>	<u>\$59,365.13</u>	<u>1.16%</u>
<b>ASSETS TOTALS</b>	<u>\$5,162,746.02</u>	<u>\$5,103,380.89</u>	<u>\$59,365.13</u>	<u>1.16%</u>
<b>LIABILITIES AND FUND EQUITY</b>				
<b>LIABILITIES</b>				
<i>LIABILITIES</i>				
<i>CURRENT LIABILITIES</i>				
Contract Retainage Payabl	(.01)	(.01)	.00	.00
<i>CURRENT LIABILITIES Totals</i>	<u>(\$0.01)</u>	<u>(\$0.01)</u>	<u>\$0.00</u>	<u>0.00%</u>
<i>LIABILITIES Totals</i>	<u>(\$0.01)</u>	<u>(\$0.01)</u>	<u>\$0.00</u>	<u>0.00%</u>
<b>LIABILITIES TOTALS</b>	<u>(\$0.01)</u>	<u>(\$0.01)</u>	<u>\$0.00</u>	<u>0.00%</u>
<b>FUND EQUITY</b>				
<i>FUND BALANCE</i>				
<i>UNASSIGNED FUND BALANCE</i>				
Reserve Future Contingen.	5,103,380.90	5,103,380.90	.00	.00
<i>UNASSIGNED FUND BALANCE Totals</i>	<u>\$5,103,380.90</u>	<u>\$5,103,380.90</u>	<u>\$0.00</u>	<u>0.00%</u>
<i>FUND BALANCE Totals</i>	<u>\$5,103,380.90</u>	<u>\$5,103,380.90</u>	<u>\$0.00</u>	<u>0.00%</u>
<b>FUND EQUITY TOTALS Prior to Current Year Changes</b>	<u>\$5,103,380.90</u>	<u>\$5,103,380.90</u>	<u>\$0.00</u>	<u>0.00%</u>
Prior Year Fund Equity Adjustment	.00			
Fund Revenues	(59,365.13)			
Fund Expenses	.00			
<b>FUND EQUITY TOTALS</b>	<u>\$5,162,746.03</u>	<u>\$5,103,380.90</u>	<u>\$59,365.13</u>	<u>1.16%</u>
<b>LIABILITIES AND FUND EQUITY</b>	<u>\$5,162,746.02</u>	<u>\$5,103,380.89</u>	<u>\$59,365.13</u>	<u>1.16%</u>
Fund <b>20 - Supplemental Maj Mnt Fund Totals</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>
Fund Type <b>Special Revenue Funds Totals</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>
Fund Category <b>Governmental Funds Totals</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>
Grand Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>

# Supplemental Maj Mnt Fund Revenue Budget Performance

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 20 - Supplemental Maj Mnt Fund</b>								
Function 9 - Administration								
REVENUE								
<i>Revenue</i>								
4500	Interest Income	.00	15,053.11	.00	59,365.13	(59,365.13)	+++	658.49
	<i>Revenue Totals</i>	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
	<b>REVENUE TOTALS</b>	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
	Function 9 - Administration Totals	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
	<b>Fund 20 - Supplemental Maj Mnt Fund Totals</b>	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)		\$658.49
	<b>Grand Totals</b>	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)		\$658.49

# Supplemental Maj Mnt Fund Revenue Budget by Organization

Through 12/31/22  
 Prior Fiscal Year Activity Included  
 Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Rec'd	Prior Year YTD
<b>Fund 20 - Supplemental Maj Mnt Fund</b>							
<b>REVENUE</b>							
Function <b>9 - Administration</b>							
Location <b>100 - Administrative Office</b>							
Activity <b>990 - General</b>							
Category <b>70 - Other</b>	.00	15,053.11	.00	59,365.13	(59,365.13)	+++	658.49
Activity <b>990 - General</b> Totals	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
Location <b>100 - Administrative Office</b>	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
Function <b>9 - Administration</b> Totals	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
<b>REVENUE TOTALS</b>	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)	+++	\$658.49
Fund <b>20 - Supplemental Maj Mnt Fund</b> Totals	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)		\$658.49
Grand Totals	\$0.00	\$15,053.11	\$0.00	\$59,365.13	(\$59,365.13)		\$658.49

# Capital Project Fund Balance Sheet

Through 12/31/22

Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
Fund Category <b>Governmental Funds</b>				
Fund Type <b>Capital Projects Funds</b>				
Fund <b>80 - Capital Projects Fund</b>				
<b>ASSETS</b>				
<i>ASSETS</i>				
<i>INVESTMENTS</i>				
Flagstar Bank/C.D.	510,724.63	509,690.99	1,033.64	.20
Public Service Credit Union	2,572,045.44	2,554,802.44	17,243.00	.67
CIBC Bank/C.D.	2,023,032.95	2,015,077.92	7,955.03	.39
Comerica Bank Govt Fund	5,974,241.03	4,108,475.97	1,865,765.06	45.41
<i>INVESTMENTS Totals</i>	<u>\$11,080,044.05</u>	<u>\$9,188,047.32</u>	<u>\$1,891,996.73</u>	<u>20.59%</u>
<i>OTHER ASSETS</i>				
Accounts Receivable-Other	11,591.46	9,613.37	1,978.09	20.58
Due From Other Funds	136,350.37	331,778.75	(195,428.38)	(58.90)
Due From Grants	802,829.88	159,387.68	643,442.20	403.70
<i>OTHER ASSETS Totals</i>	<u>\$950,771.71</u>	<u>\$500,779.80</u>	<u>\$449,991.91</u>	<u>89.86%</u>
<i>ASSETS Totals</i>	<u>\$12,030,815.76</u>	<u>\$9,688,827.12</u>	<u>\$2,341,988.64</u>	<u>24.17%</u>
<b>ASSETS TOTALS</b>	<b>\$12,030,815.76</b>	<b>\$9,688,827.12</b>	<b>\$2,341,988.64</b>	<b>24.17%</b>
<b>LIABILITIES AND FUND EQUITY</b>				
<i>LIABILITIES</i>				
<i>CURRENT LIABILITIES</i>				
Vouchers Payable	256,443.60	548,456.66	(292,013.06)	(53.24)
Due To	1,501,364.40	1,153,103.11	348,261.29	30.20
Contract Retainage Payable	353,171.37	154,004.88	199,166.49	129.32
Deferred Revenue	.00	144,400.00	(144,400.00)	(100.00)
<i>CURRENT LIABILITIES Totals</i>	<u>\$2,110,979.37</u>	<u>\$1,999,964.65</u>	<u>\$111,014.72</u>	<u>5.55%</u>
<i>LIABILITIES Totals</i>	<u>\$2,110,979.37</u>	<u>\$1,999,964.65</u>	<u>\$111,014.72</u>	<u>5.55%</u>
<b>LIABILITIES TOTALS</b>	<b>\$2,110,979.37</b>	<b>\$1,999,964.65</b>	<b>\$111,014.72</b>	<b>5.55%</b>
<b>FUND EQUITY</b>				
<i>FUND BALANCE</i>				
<i>ASSIGNED FUND BALANCE</i>				
Planned Use of Fund Balance	9,111,955.79	9,111,955.79	.00	.00
<i>ASSIGNED FUND BALANCE Totals</i>	<u>\$9,111,955.79</u>	<u>\$9,111,955.79</u>	<u>\$0.00</u>	<u>0.00%</u>



# Capital Project Fund Balance Sheet

Through 12/31/22  
Summary Listing

Classification	Current YTD Balance	Prior Year YTD Total	Net Change	Change %
<i>UNASSIGNED FUND BALANCE</i>				
Reserve Future Contingen.	(9,111,955.79)	(9,111,955.79)	.00	.00
<i>UNASSIGNED FUND BALANCE Totals</i>	<i>(\$9,111,955.79)</i>	<i>(\$9,111,955.79)</i>	<i>\$0.00</i>	<i>0.00%</i>
<i>FUND BALANCE Totals</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>+++</i>
<b>FUND EQUITY TOTALS Prior to Current</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
Prior Year Fund Equity Adjustment	(7,688,862.47)			
Fund Revenues	(10,209,786.77)			
Fund Expenses	7,978,812.85			
<b>FUND EQUITY TOTALS</b>	<b>\$9,919,836.39</b>	<b>\$0.00</b>	<b>\$9,919,836.39</b>	<b>+++</b>
<b>LIABILITIES AND FUND EQUITY</b>	<b>\$12,030,815.76</b>	<b>\$1,999,964.65</b>	<b>\$10,030,851.11</b>	<b>501.55%</b>
Fund <b>80 - Capital Projects Fund</b> Totals	<b>\$0.00</b>	<b>\$7,688,862.47</b>	<b>(\$7,688,862.47)</b>	<b>(100.00%)</b>
Fund Type <b>Capital Projects Funds</b> Totals	<b>\$0.00</b>	<b>\$7,688,862.47</b>	<b>(\$7,688,862.47)</b>	<b>(100.00%)</b>
Grand Totals	<b>\$0.00</b>	<b>\$7,688,862.47</b>	<b>(\$7,688,862.47)</b>	<b>(100.00%)</b>

# Capital Project Revenue Budget Performance

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrance	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	<b>80 - Capital Projects Fund</b>							
Function	<b>2 - Transfer</b>							
	<b>REVENUE</b>							
	<b>6000</b>							
6000.10	Transfer In - General Fund	8,408,481.94	132,833.58	.00	8,408,481.94	.00	100	5,141,397.75
	<b>6000 - Totals</b>	<b>\$8,408,481.94</b>	<b>\$132,833.58</b>	<b>\$0.00</b>	<b>\$8,408,481.94</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$5,141,397.75</b>
	<i>Revenue Totals</i>	<i>\$8,408,481.94</i>	<i>\$132,833.58</i>	<i>\$0.00</i>	<i>\$8,408,481.94</i>	<i>\$0.00</i>	<i>100%</i>	<i>\$5,141,397.75</i>
	<b>REVENUE TOTALS</b>	<b>\$8,408,481.94</b>	<b>\$132,833.58</b>	<b>\$0.00</b>	<b>\$8,408,481.94</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$5,141,397.75</b>
	Function <b>2 - Transfer Totals</b>	<b>\$8,408,481.94</b>	<b>\$132,833.58</b>	<b>\$0.00</b>	<b>\$8,408,481.94</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$5,141,397.75</b>
Function	<b>9 - Administration</b>							
	<b>REVENUE</b>							
	<i>Revenue</i>							
4400	Grant Revenue	5,477,776.97	805,091.25	.00	1,689,544.16	3,788,232.81	31	244,485.12
4460	Foundation Support	49,521.25	.00	.00	.00	49,521.25	0	94,508.75
4500	Interest Income	.00	37,248.31	.00	111,760.67	(111,760.67)	+++	26,390.56
	<i>Revenue Totals</i>	<i>\$5,527,298.22</i>	<i>\$842,339.56</i>	<i>\$0.00</i>	<i>\$1,801,304.83</i>	<i>\$3,725,993.39</i>	<i>33%</i>	<i>\$365,384.43</i>
	<b>REVENUE TOTALS</b>	<b>\$5,527,298.22</b>	<b>\$842,339.56</b>	<b>\$0.00</b>	<b>\$1,801,304.83</b>	<b>\$3,725,993.39</b>	<b>33%</b>	<b>\$365,384.43</b>
	Function <b>9 - Administration</b>	<b>\$5,527,298.22</b>	<b>\$842,339.56</b>	<b>\$0.00</b>	<b>\$1,801,304.83</b>	<b>\$3,725,993.39</b>	<b>33%</b>	<b>\$365,384.43</b>
Fund	<b>80 - Capital Projects Fund</b>	<b>\$13,935,780.16</b>	<b>\$975,173.14</b>	<b>\$0.00</b>	<b>\$10,209,786.77</b>	<b>\$3,725,993.39</b>		<b>\$5,506,782.18</b>
	<b>Grand Totals</b>	<b>\$13,935,780.16</b>	<b>\$975,173.14</b>	<b>\$0.00</b>	<b>\$10,209,786.77</b>	<b>\$3,725,993.39</b>		<b>\$5,506,782.18</b>

# Capital Project Revenue Budget by Organization

Through 12/31/22  
 Prior Fiscal Year Activity Included  
 Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 80 - Capital Projects Fund</b>							
<b>REVENUE</b>							
Function 2 - Transfer							
Location 100 - Administrative Office							
Activity 990 - General							
Category 70 - Other	8,408,481.94	132,833.58	.00	8,408,481.94	.00	100	5,141,397.75
Activity 990 - General Totals	<u>\$8,408,481.94</u>	<u>\$132,833.58</u>	<u>\$0.00</u>	<u>\$8,408,481.94</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$5,141,397.75</u>
Location 100 - Administrative Office Totals	<u>\$8,408,481.94</u>	<u>\$132,833.58</u>	<u>\$0.00</u>	<u>\$8,408,481.94</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$5,141,397.75</u>
Function 2 - Transfer Totals	<u>\$8,408,481.94</u>	<u>\$132,833.58</u>	<u>\$0.00</u>	<u>\$8,408,481.94</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$5,141,397.75</u>
Function 5 - Capital							
Location 102 - Lake St. Clair							
Activity 538 - Beach							
Category 88 - Other	.00	.00	.00	.00	.00	+++	.00
Activity 538 - Beach Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>
Location 102 - Lake St. Clair Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>
Function 5 - Capital Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>
Function 9 - Administration							
Location 100 - Administrative Office							
Activity 990 - General							
Category 70 - Other	5,527,298.22	842,339.56	.00	1,801,304.83	3,725,993.39	33	365,384.43
Activity 990 - General Totals	<u>\$5,527,298.22</u>	<u>\$842,339.56</u>	<u>\$0.00</u>	<u>\$1,801,304.83</u>	<u>\$3,725,993.39</u>	<u>33%</u>	<u>\$365,384.43</u>
Location 100 - Administrative Office Totals	<u>\$5,527,298.22</u>	<u>\$842,339.56</u>	<u>\$0.00</u>	<u>\$1,801,304.83</u>	<u>\$3,725,993.39</u>	<u>33%</u>	<u>\$365,384.43</u>
Function 9 - Administration Totals	<u>\$5,527,298.22</u>	<u>\$842,339.56</u>	<u>\$0.00</u>	<u>\$1,801,304.83</u>	<u>\$3,725,993.39</u>	<u>33%</u>	<u>\$365,384.43</u>
<b>REVENUE TOTALS</b>	<u>\$13,935,780.16</u>	<u>\$975,173.14</u>	<u>\$0.00</u>	<u>\$10,209,786.77</u>	<u>\$3,725,993.39</u>	<u>73%</u>	<u>\$5,506,782.18</u>
<b>Fund 80 - Capital Projects Fund</b>	<u>\$13,935,780.16</u>	<u>\$975,173.14</u>	<u>\$0.00</u>	<u>\$10,209,786.77</u>	<u>\$3,725,993.39</u>		<u>\$5,506,782.18</u>
Grand Totals	<u>\$13,935,780.16</u>	<u>\$975,173.14</u>	<u>\$0.00</u>	<u>\$10,209,786.77</u>	<u>\$3,725,993.39</u>		<u>\$5,506,782.18</u>

# Capital Project Expense Budget Performance

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 80	<b>Capital Projects Fund</b>							
Function 2	<b>Transfer EXPENSE</b>							
9965								
9965.10	Transfer Out - General Fund	191.06	.00	.00	191.06	.00	100	43,040.74
	<b>9965 - Totals</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$43,040.74</b>
	<i>Expenditures Totals</i>	<i>\$191.06</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$191.06</i>	<i>\$0.00</i>	<i>100%</i>	<i>\$43,040.74</i>
	<b>EXPENSE TOTALS</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$191.06</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$43,040.74</b>
Function 2	<b>Transfer Totals</b>	<b>(\$191.06)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$191.06)</b>	<b>\$0.00</b>	<b>100%</b>	<b>(\$43,040.74)</b>
Function 5	<b>Capital EXPENSE</b>							
	<i>Personnel Services</i>							
9010	Full Time Wages	397,878.41	32,537.06	.00	393,995.49	3,882.92	99	355,575.19
9013	FT Benefits Pd to Emps	27,012.56	2,222.67	.00	26,743.73	268.83	99	25,948.93
9014	FT Benefits Pd for Emps	200,370.06	16,009.68	.00	198,370.79	1,999.27	99	185,855.06
9020	Part Time Wages	389.43	.00	.00	389.43	.00	100	.00
9024	PT Benefits Pd for Emps	37.81	.00	.00	37.81	.00	100	.00
	<i>Personnel Services Totals</i>	<i>\$625,688.27</i>	<i>\$50,769.41</i>	<i>\$0.00</i>	<i>\$619,537.25</i>	<i>\$6,151.02</i>	<i>99%</i>	<i>\$567,413.46</i>
	<i>Contractual Services</i>							
9410	Professional Services	84,739.53	15,056.76	29,986.57	108,691.77	(53,938.81)	164	82,062.47
9420	Outside Services	21,400,887.71	2,007,738.84	2,877,239.74	7,250,392.77	11,273,255.20	47	5,484,728.50
	<i>Contractual Services Totals</i>	<i>\$21,485,627.24</i>	<i>\$2,022,795.60</i>	<i>\$2,907,226.31</i>	<i>\$7,359,084.54</i>	<i>\$11,219,316.39</i>	<i>48%</i>	<i>\$5,566,790.97</i>
	<b>EXPENSE TOTALS</b>	<b>\$22,111,315.51</b>	<b>\$2,073,565.01</b>	<b>\$2,907,226.31</b>	<b>\$7,978,621.79</b>	<b>\$11,225,467.41</b>	<b>49%</b>	<b>\$6,134,204.43</b>
Function 5	<b>Capital Totals</b>	<b>(\$22,111,315.51)</b>	<b>(\$2,073,565.01)</b>	<b>(\$2,907,226.31)</b>	<b>(\$7,978,621.79)</b>	<b>(\$11,225,467.41)</b>	<b>49%</b>	<b>(\$6,134,204.43)</b>
Fund 80	<b>Capital Projects Fund</b>	<b>\$22,111,506.57</b>	<b>\$2,073,565.01</b>	<b>\$2,907,226.31</b>	<b>\$7,978,812.85</b>	<b>\$11,225,467.41</b>		<b>\$6,177,245.17</b>
	<b>Grand Totals</b>	<b>\$22,111,506.57</b>	<b>\$2,073,565.01</b>	<b>\$2,907,226.31</b>	<b>\$7,978,812.85</b>	<b>\$11,225,467.41</b>		<b>\$6,177,245.17</b>

# Capital Project Expense Budget by Organization

Through 12/31/22

Prior Fiscal Year Activity Included

Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 80 - Capital Projects Fund</b>							
<b>EXPENSE</b>							
Function <b>2 - Transfer</b>							
Location <b>100 - Administrative Office</b>							
Activity <b>990 - General</b>	191.06	.00	.00	191.06	.00	100	43,040.74
Location <b>100 - Administrative Office</b>	<u>\$191.06</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$191.06</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$43,040.74</u>
Function <b>2 - Transfer Totals</b>	\$191.06	\$0.00	\$0.00	\$191.06	\$0.00	100%	\$43,040.74
Function <b>5 - Capital</b>							
Location <b>100 - Administrative Office</b>							
Activity <b>192 - Engineering</b>	.00	.00	.00	.00	.00	+++	.00
Location <b>100 - Administrative Office</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>
Location <b>102 - Lake St. Clair</b>							
Activity <b>538 - Beach</b>	178,905.98	.00	93,676.58	72,681.40	12,548.00	93	292,205.24
Activity <b>590 - Tolling</b>	27,538.19	.00	17,295.00	38.19	10,205.00	63	.00
Activity <b>880 - Interpretive</b>	.00	.00	.00	.00	.00	+++	.00
Activity <b>940 - Heart Lab-LSC</b>	.00	.00	.00	.00	.00	+++	.00
Activity <b>990 - General</b>	<u>3,155,889.74</u>	<u>343,890.18</u>	<u>485,306.05</u>	<u>1,763,438.52</u>	<u>907,145.17</u>	<u>71</u>	<u>188,791.03</u>
Location <b>102 - Lake St. Clair Totals</b>	\$3,362,333.91	\$343,890.18	\$596,277.63	\$1,836,158.11	\$929,898.17	72%	\$480,996.27
Location <b>104 - Kensington</b>							
Activity <b>538 - Beach</b>	.00	.00	.00	.00	.00	+++	165,386.16
Activity <b>540 - Dockage/Boat</b>	.00	.00	.00	.00	.00	+++	.00
Activity <b>660 - Disc/Adventure Golf</b>	.00	.00	.00	.00	.00	+++	.00
Activity <b>880 - Interpretive</b>	.00	.00	.00	.00	.00	+++	.00
Activity <b>881 - Farm Learning</b>	.00	.00	.00	.00	.00	+++	190,731.42
Activity <b>990 - General</b>	<u>604,610.98</u>	<u>.00</u>	<u>.00</u>	<u>430,866.96</u>	<u>173,744.02</u>	<u>71</u>	<u>12,150.29</u>
Location <b>104 - Kensington Totals</b>	\$604,610.98	\$0.00	\$0.00	\$430,866.96	\$173,744.02	71%	\$368,267.87
Location <b>106 - Lower Huron/Will/Oakwoods</b>							
Activity <b>532 - Waterpark</b>	1,732,346.20	73,080.07	716,750.84	398,741.80	616,853.56	64	7,773.18
Activity <b>610 - Family Camping</b>	784,600.00	.00	.00	.00	784,600.00	0	.00
Activity <b>650 - Golf Course</b>	.00	.00	.00	.00	.00	+++	.00
Activity <b>880 - Interpretive</b>	248,848.42	.00	.00	848.42	248,000.00	0	115,252.79
Activity <b>990 - General</b>	<u>3,768,923.97</u>	<u>1,042,504.05</u>	<u>191,027.06</u>	<u>2,063,022.32</u>	<u>1,514,874.59</u>	<u>60</u>	<u>3,704,960.82</u>
Location <b>106 - Lower</b>	\$6,534,718.59	\$1,115,584.12	\$907,777.90	\$2,462,612.54	\$3,164,328.15	52%	\$3,827,986.79
Location <b>108 - Hudson Mills/Dexter/Delhi</b>							

# Capital Project Expense Budget by Organization

Through 12/31/22

Prior Fiscal Year Activity Included

Summary Listing

Organization	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Activity 590 - Tolling	.00	.00	.00	.00	.00	+++	.00
Activity 650 - Golf Course	33,909.17	6,701.70	.00	45,851.91	(11,942.74)	135	6,316.18
Activity 990 - General	1,741,010.43	69,860.70	155,254.50	741,821.60	843,934.33	52	45,031.23
Location 108 - Hudson	\$1,774,919.60	\$76,562.40	\$155,254.50	\$787,673.51	\$831,991.59	53%	\$51,347.41
Location 109 - Stony Creek							
Activity 538 - Beach	.00	.00	.00	.00	.00	+++	210,435.23
Activity 540 - Dockage/Boat	1,647,527.16	259,551.88	177,606.54	1,481,446.10	(11,525.48)	101	363,490.14
Activity 590 - Tolling	.00	.00	.00	.00	.00	+++	.00
Activity 650 - Golf Course	1,000,414.88	414.88	199,260.00	414.88	800,740.00	20	.00
Activity 990 - General	2,841,967.48	160,794.70	100,772.55	371,233.83	2,369,961.10	17	739,432.63
Location 109 - Stony Creek Totals	\$5,489,909.52	\$420,761.46	\$477,639.09	\$1,853,094.81	\$3,159,175.62	42%	\$1,313,358.00
Location 112 - Lake Erie							
Activity 531 - Pool	.00	.00	.00	.00	.00	+++	.00
Activity 650 - Golf Course	.00	.00	.00	.00	.00	+++	.00
Activity 990 - General	2,906,065.13	116,766.85	748,137.19	608,215.86	1,549,712.08	47	92,248.09
Location 112 - Lake Erie Totals	\$2,906,065.13	\$116,766.85	\$748,137.19	\$608,215.86	\$1,549,712.08	47%	\$92,248.09
Location 113 - Wolcott							
Activity 880 - Interpretive	.00	.00	.00	.00	.00	+++	.00
Activity 881 - Farm Learning	1,000,000.00	.00	.00	.00	1,000,000.00	0	.00
Activity 990 - General	.00	.00	.00	.00	.00	+++	.00
Location 113 - Wolcott Totals	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	0%	\$0.00
Location 115 - Indian Springs							
Activity 650 - Golf Course	.00	.00	.00	.00	.00	+++	.00
Activity 990 - General	438,757.78	.00	22,140.00	.00	416,617.78	5	.00
Location 115 - Indian Springs Totals	\$438,757.78	\$0.00	\$22,140.00	\$0.00	\$416,617.78	5%	\$0.00
Location 116 - Huron Meadows							
Activity 650 - Golf Course	.00	.00	.00	.00	.00	+++	.00
Activity 990 - General	.00	.00	.00	.00	.00	+++	.00
Location 116 - Huron Meadows Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Function 5 - Capital Totals	\$22,111,315.51	\$2,073,565.01	\$2,907,226.31	\$7,978,621.79	\$11,225,467.41	49%	\$6,134,204.43
<b>EXPENSE TOTALS</b>	<b>\$22,111,506.57</b>	<b>\$2,073,565.01</b>	<b>\$2,907,226.31</b>	<b>\$7,978,812.85</b>	<b>\$11,225,467.41</b>	<b>49%</b>	<b>\$6,177,245.17</b>
Fund 80 - Capital Projects Fund Totals	\$22,111,506.57	\$2,073,565.01	\$2,907,226.31	\$7,978,812.85	\$11,225,467.41		\$6,177,245.17



# Payment Register

Payment Dates 12/01/22 - 12/31/22

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Difference
Bank Account <b>1-Comerica - Comerica Bank Checking</b>								
Payment Type <b>Check</b>								
266056	12/01/2022	Open			Accounts Payable	Blizinski, Leah	74.12	
266059	12/01/2022	Voided	Paid on Pcard	12/20/2022	Accounts Payable	Brown City Elevator, Inc	1,917.26	
266071	12/01/2022	Voided	Cancel invoice	12/07/2022	Accounts Payable	DTE Energy	159.18	
266086	12/01/2022	Open			Accounts Payable	Gourd, Nicholas	120.00	
266128	12/01/2022	Open			Accounts Payable	Truscott Rossman Group, LLC.	3,150.00	
266136	12/01/2022	Open			Accounts Payable	Zemer, Jason	100.00	
266139	12/08/2022	Open			Accounts Payable	AccordWare LLC	615.00	
266150	12/08/2022	Open			Accounts Payable	C. C. Catering Inc,	960.00	
266152	12/08/2022	Open			Accounts Payable	Comcast	71.23	
266153	12/08/2022	Open			Accounts Payable	Comcast	6,597.55	
266169	12/08/2022	Open			Accounts Payable	Identity Source, The	1,269.14	
266193	12/08/2022	Voided	Duplicate	12/09/2022	Accounts Payable	Plumer, Sarah	43.47	
266232	12/15/2022	Open			Accounts Payable	Comcast	419.70	
266233	12/15/2022	Open			Accounts Payable	Comcast	819.70	
266237	12/15/2022	Open			Accounts Payable	Dean Marine & Excavating Inc.	1,500.00	
266253	12/15/2022	Open			Accounts Payable	Great Lakes Security Hardware	27.50	
266281	12/15/2022	Open			Accounts Payable	Parker, Jr, Bernard	150.00	
266286	12/15/2022	Open			Accounts Payable	PlantWise	85,825.00	
266289	12/15/2022	Voided	Cancel invoice	12/28/2022	Accounts Payable	Rea, John Paul	150.00	
266293	12/15/2022	Open			Accounts Payable	Romeo Community Schools	388.46	
266298	12/15/2022	Open			Accounts Payable	Shelby, Charter Township Of	2,144.01	
266310	12/15/2022	Open			Accounts Payable	Triton Training Group	900.00	
266313	12/15/2022	Open			Accounts Payable	Vermont Systems Inc (VSI)	425.00	
266321	12/21/2022	Open			Accounts Payable	3andathird, Nadir Ali	600.00	
266324	12/21/2022	Open			Accounts Payable	Andersen, David	1,330.00	
266325	12/21/2022	Open			Accounts Payable	Andersen, Les	1,050.00	
266326	12/21/2022	Open			Accounts Payable	Appel Environmental	6,908.00	
266327	12/21/2022	Open			Accounts Payable	Ark Farms LLC	2,250.00	
266328	12/21/2022	Open			Accounts Payable	Aspen Door Supply, Inc.	3,358.50	
266338	12/21/2022	Open			Accounts Payable	Carlisle, Catherine	594.17	
266341	12/21/2022	Open			Accounts Payable	Deschamps, Sabrina	38.00	
266342	12/21/2022	Open			Accounts Payable	Detroit Riverfront Conservancy, Inc.	300,000.00	
266346	12/21/2022	Open			Accounts Payable	DTE Energy	1,627.90	
266351	12/21/2022	Open			Accounts Payable	Goose Busters of Michigan LLC	4,537.00	
266354	12/21/2022	Open			Accounts Payable	Graph-X Signs and Designs, Inc	1,593.00	
266357	12/21/2022	Open			Accounts Payable	HCMA Employee Association	913.00	

# Payment Register

Payment Dates 12/01/22 - 12/31/22

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Difference
Bank Account <b>1-Comerica - Comerica Bank Checking</b>								
Payment Type <b>Check</b>								
266368	12/21/2022	Open			Accounts Payable	Macomb County Department of Roads	185.00	
266369	12/21/2022	Open			Accounts Payable	Michigan , State of	75.00	
266370	12/21/2022	Open			Accounts Payable	Michigan, State of	1,500.00	
266372	12/21/2022	Open			Accounts Payable	Mr. C's Car Wash #4 LLC	48.00	
266373	12/21/2022	Open			Accounts Payable	Oakland County	122.00	
266377	12/21/2022	Open			Accounts Payable	Petty Cash-Indian Springs	128.76	
266378	12/21/2022	Open			Accounts Payable	PlantWise	38,000.00	
266384	12/21/2022	Open			Accounts Payable	SEI Private Trust Company	5,551.25	
266385	12/21/2022	Open			Accounts Payable	Straub Pettitt Yaste P.C.	476.00	
266386	12/21/2022	Open			Accounts Payable	Truscott Rossman Group, LLC.	3,150.00	
266389	12/21/2022	Open			Accounts Payable	WDIV	2,500.00	
266393	12/29/2022	Open			Accounts Payable	21C Advertising	4,000.00	
266394	12/29/2022	Open			Accounts Payable	Acee Deucee Porta Can Div	80.00	
266395	12/29/2022	Open			Accounts Payable	Advance Auto Parts	220.31	
266396	12/29/2022	Open			Accounts Payable	Andersen, David	1,600.00	
266397	12/29/2022	Open			Accounts Payable	Applied Innovation	64.04	
266398	12/29/2022	Open			Accounts Payable	AT&T	2,515.00	
266399	12/29/2022	Open			Accounts Payable	AT&T	1,305.87	
266400	12/29/2022	Open			Accounts Payable	AT&T	2,424.68	
266401	12/29/2022	Open			Accounts Payable	AT&T Mobility	37.68	
266402	12/29/2022	Open			Accounts Payable	AT&T Mobility	4,290.94	
266403	12/29/2022	Open			Accounts Payable	AT&T Mobility	3,265.13	
266404	12/29/2022	Open			Accounts Payable	Builders FirstSource	50.96	
266405	12/29/2022	Open			Accounts Payable	Cadillac Culvert, Inc.	1,060.00	
266406	12/29/2022	Open			Accounts Payable	CardConnect	3,150.00	
266407	12/29/2022	Open			Accounts Payable	CDW Government	997.16	
266408	12/29/2022	Open			Accounts Payable	Cintas First Aid & Safety	148.03	
266409	12/29/2022	Open			Accounts Payable	ComSource Inc	660.00	
266410	12/29/2022	Open			Accounts Payable	CWB Enterprises, LLC	270.00	
266411	12/29/2022	Open			Accounts Payable	Dell Marketing LP	856.82	
266412	12/29/2022	Open			Accounts Payable	Detroit Salt Company LLC	2,962.10	
266413	12/29/2022	Open			Accounts Payable	Feldman Chevrolet of New Hudson	126.70	
266414	12/29/2022	Open			Accounts Payable	Fiberstock Inc.	7,400.00	
266415	12/29/2022	Open			Accounts Payable	Fire Extinguisher Sales & Ser	3,685.84	
266416	12/29/2022	Open			Accounts Payable	Fraser Mechanical, Inc.	6,689.49	
266417	12/29/2022	Open			Accounts Payable	Gordon Food Service	53.20	

# Payment Register

Payment Dates 12/01/22 - 12/31/22

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Difference
Bank Account <b>1-Comerica - Comerica Bank Checking</b>								
Payment Type <b>Check</b>								
266418	12/29/2022	Voided	Incorrect	12/29/2022	Accounts Payable	Grainger Inc	1,455.05	
266419	12/29/2022	Open			Accounts Payable	Graph-X Signs and Designs, Inc	1,564.00	
266420	12/29/2022	Open			Accounts Payable	Great Lakes Recreation Co., LLC	3,697.00	
266421	12/29/2022	Open			Accounts Payable	Green Oak Tire, Inc	629.50	
266422	12/29/2022	Open			Accounts Payable	Harrell's LLC	3,546.72	
266423	12/29/2022	Open			Accounts Payable	Home Depot	1,195.89	
266425	12/29/2022	Open			Accounts Payable	Identity Source, The	547.30	
266426	12/29/2022	Open			Accounts Payable	Joe Ballor Towing Inc	222.00	
266427	12/29/2022	Open			Accounts Payable	John R Spring Service, Inc.	2,508.98	
266428	12/29/2022	Open			Accounts Payable	Kingsbury Country Day School	175.00	
266429	12/29/2022	Open			Accounts Payable	Knight's Auto Supply Inc	542.70	
266430	12/29/2022	Open			Accounts Payable	Kulongowski, Jason	598.05	
266431	12/29/2022	Open			Accounts Payable	Kush Paint Company	561.53	
266432	12/29/2022	Open			Accounts Payable	Linde Gas & Equipment Inc.	89.10	
266433	12/29/2022	Open			Accounts Payable	Lowe's	1,691.69	
266434	12/29/2022	Open			Accounts Payable	Mast, Daniel	1,100.00	
266435	12/29/2022	Open			Accounts Payable	Metro Environmental Services, Inc.	1,586.25	
266436	12/29/2022	Open			Accounts Payable	Michigan.Com	2,500.00	
266437	12/29/2022	Open			Accounts Payable	Navia Benefit Solutions	95.00	
266438	12/29/2022	Open			Accounts Payable	NBC Truck Equipment Inc.	1,299.54	
266439	12/29/2022	Open			Accounts Payable	Occupational Health Centers of MI	182.00	
266440	12/29/2022	Open			Accounts Payable	ODP Business Solutions. LLC	118.06	
266441	12/29/2022	Open			Accounts Payable	Petty Cash-Hudson Mills	99.30	
266442	12/29/2022	Open			Accounts Payable	Petty Cash-Huron Meadows	82.36	
266443	12/29/2022	Open			Accounts Payable	Pitney Bowes	395.50	
266444	12/29/2022	Open			Accounts Payable	Pomp's Tire Service, Inc.	1,692.00	
266445	12/29/2022	Open			Accounts Payable	Reserve Account	3,000.00	
266446	12/29/2022	Open			Accounts Payable	RKA Petroleum Co's	4,176.53	
266447	12/29/2022	Open			Accounts Payable	Russ Milne Ford Inc.	3,855.83	
266448	12/29/2022	Open			Accounts Payable	SEMCO Energy	2,462.99	
266449	12/29/2022	Open			Accounts Payable	Stantec	3,995.00	
266450	12/29/2022	Open			Accounts Payable	Sterling Office Systems	451.02	
266451	12/29/2022	Open			Accounts Payable	Suburban Installers	500.00	
266452	12/29/2022	Open			Accounts Payable	Sunbelt Rentals, Inc.	1,778.44	
266453	12/29/2022	Open			Accounts Payable	Target Specialty Products	1,707.00	
266454	12/29/2022	Open			Accounts Payable	Teltow Contracting, Inc.	3,665.00	

# Payment Register

Payment Dates 12/01/22 - 12/31/22

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Difference
Bank Account <b>1-Comerica - Comerica Bank Checking</b>								
Payment Type <b>Check</b>								
266455	12/29/2022	Open			Accounts Payable	Tire Wholesalers Company Inc	1,091.00	
266456	12/29/2022	Open			Accounts Payable	TireHub, LLC	1,813.72	
266457	12/29/2022	Open			Accounts Payable	Tobkin Group	4,599.85	
266458	12/29/2022	Open			Accounts Payable	Truck & Trailer Specialties	4,471.00	
266459	12/29/2022	Open			Accounts Payable	Tyler Technologies	97.50	
266460	12/29/2022	Open			Accounts Payable	UPS	300.49	
266461	12/29/2022	Open			Accounts Payable	US Foods	187.38	
266462	12/29/2022	Open			Accounts Payable	Vermont Systems Inc (VSI)	332.00	
266463	12/29/2022	Open			Accounts Payable	Washtenaw County Treasurer	80.80	
266464	12/29/2022	Open			Accounts Payable	Waste Mgmt - East	425.00	
266465	12/29/2022	Open			Accounts Payable	WDIV	2,500.00	
266466	12/29/2022	Open			Accounts Payable	Webster & Garner Inc.	1,127.92	
266467	12/29/2022	Open			Accounts Payable	Weingartz Supply Company	763.10	
266468	12/29/2022	Open			Accounts Payable	Wolf-Chandler Agency LLC	66,983.35	
Payment Type <b>Check</b> Totals <b>122</b> Payments							<b>\$670,815.29</b>	
Payment Type <b>EFT</b>								
4645	12/01/2022	Open			Accounts Payable	Petitpren Inc.	375.85	
4646	12/01/2022	Open			Accounts Payable	Petitpren Inc.	81.15	
4647	12/01/2022	Open			Accounts Payable	Rave Associates	222.00	
4648	12/01/2022	Open			Accounts Payable	Rave Associates	222.00	
4649	12/01/2022	Open			Accounts Payable	Fintech	113.54	
4650	12/01/2022	Open			Accounts Payable	Rave Associates	98.40	
4651	12/01/2022	Open			Accounts Payable	West Side Beer Distributing	151.05	
4652	12/09/2022	Open			Accounts Payable	Equitable - Individual	6,000.00	
4653	12/09/2022	Open			Accounts Payable	Health Equity Employer Services	10,392.43	
4654	12/09/2022	Open			Accounts Payable	Michigan , State of	29,627.78	
4655	12/09/2022	Open			Accounts Payable	MISDU	2,745.60	
4656	12/09/2022	Open			Accounts Payable	United States Treasury	195,969.04	
4657	12/09/2022	Open			Accounts Payable	Vantagepoint Transfer Agents	7,044.79	
4658	12/09/2022	Open			Accounts Payable	Vantagepoint Transfer Agents	20,684.31	
4659	12/09/2022	Open			Accounts Payable	Vantagepoint Transfer Agents	21,528.13	
4660	12/09/2022	Open			Accounts Payable	HCMA Flexible Spending	1,100.74	
4661	12/01/2022	Open			Accounts Payable	Fabiano Bros. Inc	205.85	
4662	12/01/2022	Open			Accounts Payable	Tri-County Beverage	194.50	
4663	12/01/2022	Open			Accounts Payable	Michigan , State of	628.80	
4664	12/01/2022	Open			Accounts Payable	Daniel L Jacob & Co., Inc	(48.00)	

# Payment Register

Payment Dates 12/01/22 - 12/31/22

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Difference
Bank Account <b>1-Comerica - Comerica Bank Checking</b>								
Payment Type <b>EFT</b>								
4665	12/26/2022	Open			Accounts Payable	Fifth Third Bank	88,433.48	
4666	12/13/2022	Open			Accounts Payable	Michigan , State of	1,548.40	
4667	12/01/2022	Open			Accounts Payable	Michigan , State of	102.00	
4668	12/01/2022	Open			Accounts Payable	Michigan , State of	321.60	
4669	12/01/2022	Open			Accounts Payable	Michigan , State of	153.00	
4670	12/01/2022	Open			Accounts Payable	Great Lakes Wine & Spirits LLC	(5.00)	
4671	12/22/2022	Open			Accounts Payable	Equitable - Individual	17,403.45	
4672	12/22/2022	Open			Accounts Payable	HCMA Flexible Spending	1,100.74	
4673	12/22/2022	Open			Accounts Payable	Michigan , State of	28,688.87	
4674	12/22/2022	Open			Accounts Payable	MISDU	2,737.09	
4675	12/22/2022	Open			Accounts Payable	United States Treasury	191,645.05	
4676	12/22/2022	Open			Accounts Payable	Vantagepoint Transfer Agents	7,059.59	
4677	12/22/2022	Open			Accounts Payable	Vantagepoint Transfer Agents	20,348.57	
4678	12/22/2022	Open			Accounts Payable	Vantagepoint Transfer Agents	21,579.88	
4679	12/22/2022	Open			Accounts Payable	Health Equity Employer Services	10,277.62	
4694	12/31/2022	Open			Accounts Payable	Fintech	113.54	
Payment Type <b>EFT</b> Totals <b>36</b> Payments							<u>\$688,845.84</u>	
Bank Account <b>1-Comerica - Comerica Bank Checking</b> Totals <b>158</b> Payments							<u>\$1,359,661.13</u>	

# Payment Register

Payment Dates 12/01/22 - 12/31/22

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Bank Account **PR - Comerica Bank Payroll**

Payment Type **Check**

<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>	<u>Reconciled Amount</u>
Open	32	8,896.10	.00
Voided	1	127.03	.00
Stopped	0	.00	.00
Totals	33	\$9,023.13	\$0.00

Payment Type **EFT**

<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>	<u>Reconciled Amount</u>
Open	0	.00	\$0.00
Voided	0	\$0.00	\$0.00
Totals	0	\$0.00	\$0.00

Bank Account **PR - Comerica Bank Payroll** Totals

<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>	<u>Reconciled Amount</u>
Open	32	8,896.10	.00
Voided	1	127.03	.00
Stopped	0	.00	.00
Totals	33	\$9,023.13	\$0.00

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Jaye Quadrozzi  
Chairman

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Amy McMillan  
Director



**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**January, 2023**

PARK	MONTHLY VEHICLE ENTRIES				MONTHLY TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	15,123	23,838	19,454	-22%	\$ 78,741	\$ 137,963	\$ 93,635	-16%
Wolcott Mill	1,860	2,168	1,956	-5%	\$ 722	\$ 98	\$ 460	57%
Stony Creek	21,491	21,196	23,168	-7%	\$ 158,183	\$ 145,015	\$ 152,032	4%
Indian Springs	3,102	2,966	3,347	-7%	\$ 17,652	\$ 17,997	\$ 19,132	-8%
Kensington	38,340	38,237	41,363	-7%	\$ 188,338	\$ 187,773	\$ 203,178	-7%
Huron Meadows	5,344	7,421	6,455	-17%	\$ 17,059	\$ 25,458	\$ 18,934	-10%
Hudson Mills	11,728	10,621	11,677	0%	\$ 30,168	\$ 30,938	\$ 37,958	-21%
Lower Huron/Willow/Oakwoods	31,838	29,995	30,675	4%	\$ 44,865	\$ 44,973	\$ 44,573	1%
Lake Erie	7,341	9,498	8,395	-13%	\$ 36,381	\$ 51,825	\$ 51,902	-30%
<b>Monthly TOTALS</b>	<b>136,167</b>	<b>145,940</b>	<b>146,492</b>	<b>-7%</b>	<b>\$ 572,109</b>	<b>\$ 642,040</b>	<b>\$ 621,803</b>	<b>-8%</b>

PARK	Y-T-D VEHICLE ENTRIES				Y-T-D TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	15,123	23,838	20,933	-28%	\$ 78,741	\$ 137,963	\$ 93,635	-16%
Wolcott Mill	1,860	2,168	1,035	80%	\$ 722	\$ 98	\$ 460	57%
Stony Creek	21,491	21,196	21,700	-1%	\$ 158,183	\$ 145,015	\$ 152,032	4%
Indian Springs	3,102	2,966	2,441	27%	\$ 17,652	\$ 17,997	\$ 19,132	-8%
Kensington	38,340	38,237	32,304	19%	\$ 188,338	\$ 187,773	\$ 203,178	-7%
Huron Meadows	5,344	7,421	4,559	17%	\$ 17,059	\$ 25,458	\$ 18,934	-10%
Hudson Mills	11,728	10,621	7,316	60%	\$ 30,168	\$ 30,938	\$ 37,958	-21%
Lower Huron/Willow/Oakwoods	31,838	29,995	25,262	26%	\$ 44,865	\$ 44,973	\$ 44,573	1%
Lake Erie	7,341	9,498	6,302	16%	\$ 36,381	\$ 51,825	\$ 51,902	-30%
<b>Monthly TOTALS</b>	<b>136,167</b>	<b>145,940</b>	<b>121,852</b>	<b>12%</b>	<b>\$ 572,109</b>	<b>\$ 642,040</b>	<b>\$ 621,803</b>	<b>-8%</b>

PARK	MONTHLY PARK REVENUE				Y-T-D PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 97,059	\$ 145,630	\$ 186,507	-48%	\$ 97,059	\$ 145,630	\$ 186,507	-48%
Wolcott Mill	\$ 10,773	\$ 6,495	\$ 7,487	44%	\$ 10,773	\$ 6,495	\$ 7,487	44%
Stony Creek	\$ 174,289	\$ 168,830	\$ 182,399	-4%	\$ 174,289	\$ 168,830	\$ 182,399	-4%
Indian Springs	\$ 22,792	\$ 36,172	\$ 29,891	-24%	\$ 22,792	\$ 36,172	\$ 29,891	-24%
Kensington	\$ 210,367	\$ 205,248	\$ 222,063	-5%	\$ 210,367	\$ 205,248	\$ 222,063	-5%
Huron Meadows	\$ 33,909	\$ 58,160	\$ 39,591	-14%	\$ 33,909	\$ 58,160	\$ 39,591	-14%
Hudson Mills	\$ 39,854	\$ 36,174	\$ 42,210	-6%	\$ 39,854	\$ 36,174	\$ 42,210	-6%
Lower Huron/Willow/Oakwoods	\$ 54,806	\$ 51,641	\$ 51,197	7%	\$ 54,806	\$ 51,641	\$ 51,197	7%
Lake Erie	\$ 37,347	\$ 52,267	\$ 53,082	-30%	\$ 37,347	\$ 52,267	\$ 53,082	-30%
<b>Y-T-D TOTALS</b>	<b>\$ 681,195</b>	<b>\$ 760,617</b>	<b>\$ 814,428</b>	<b>-16%</b>	<b>\$ 681,195</b>	<b>\$ 760,617</b>	<b>\$ 814,428</b>	<b>-16%</b>

District	Y-T-D Vehicle Entries by Management Unit				Y-T-D Total Revenue by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	38,474	47,202	43,668	-12%	282,120	320,955	376,393	-25%
Western	58,514	59,245	46,620	26%	306,922	335,754	333,755	-8%
Southern	39,179	39,493	31,564	24%	92,153	103,908	104,280	-12%

**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**January, 2023**

GOLF THIS MONTH	MONTHLY ROUNDS				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	0	0	0	-	\$ -	\$ -	\$ -	-
Indian Springs	0	0	0	-	\$ -	\$ -	\$ -	-
Kensington	0	0	0	-	\$ -	\$ -	\$ -	-
Huron Meadows	0	0	0	-	\$ -	\$ -	\$ 234	-
Hudson Mills	0	0	0	-	\$ -	\$ -	\$ 39	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
Total Regulation	0	0	0	-	\$ -	\$ -	\$ 273	-
LSC Par 3	0	0	0	-	\$ -	\$ -	\$ -	-
LSC Foot Golf	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Total Golf</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 273</b>	<b>-</b>

GOLF Y-T-D	GOLF ROUNDS Y-T-D				GOLF REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	0	0	0	-	\$ -	\$ -	\$ -	-
Indian Springs	0	0	0	-	\$ -	\$ -	\$ -	-
Kensington	0	0	0	-	\$ -	\$ -	\$ -	-
Huron Meadows	0	0	0	-	\$ -	\$ -	\$ 234	-
Hudson Mills	0	0	0	-	\$ -	\$ -	\$ 39	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
Total Regulation	0	0	0	-	\$ -	\$ -	\$ 273	-
LSC Par 3	0	0	0	-	\$ -	\$ -	\$ -	-
LSC Foot Golf	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Total Golf</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 273</b>	<b>-</b>

AQUATICS THIS MONTH	PATRONS THIS MONTH				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-	\$ -	\$ -	\$ -	-
Stony Creek Rip Slide	0	0	0	-	\$ -	\$ -	\$ -	-
KMP Splash	0	0	0	-	\$ -	\$ -	\$ 67	-
Lower Huron	0	0	0	-	\$ -	\$ -	\$ -	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67</b>	<b>-</b>

AQUATICS Y-T-D	PATRONS Y-T-D				REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-	\$ -	\$ -	\$ -	-
Stony Creek Rip Slide	0	0	0	-	\$ -	\$ -	\$ -	-
KMP Splash	0	0	0	-	\$ -	\$ -	\$ 67	-
Lower Huron	0	0	0	-	\$ -	\$ -	\$ -	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67</b>	<b>-</b>

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January, 2023

PARK	Seasonal Activities this Month				Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	5	1	3	50%	\$ 7,500	\$ 3,400	\$ 7,450	1%
Shelters	22	10	12	89%	\$ 5,875	\$ 2,500	\$ 3,442	71%
Boat Launches	1	0	7	-86%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ -	\$ -	\$ -	-
Mini-Golf	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Wolcott</b>								
Activity Center	0	4	4	-	\$ -	\$ 2,000	\$ 1,333	-
<b>Stony Creek</b>								
Disc Golf Daily	0	0	2	-	\$ -	\$ -	\$ 6	-
Disc Golf Annual	9	6	4	108%	\$ 540	\$ 360	\$ 260	108%
Total Disc Golf	9	6	6	42%	\$ 540	\$ 360	\$ 266	103%
Shelters	30	27	20	48%	\$ 6,788	\$ 6,225	\$ 4,675	45%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Boat Launches	23	31	24	-4%	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	8	3	2	243%	\$ 1,475	\$ 600	\$ 467	216%
Event Room	1	6	4	-75%	\$ 2,900	\$ 17,450	\$ 10,117	-71%
<b>Kensington</b>								
Disc Golf Daily	2	0	147	-99%	\$ 6	\$ -	\$ 442	-99%
Disc Golf Annual	18	4	21	-13%	\$ 1,040	\$ 240	\$ 1,227	-15%
Total Disc Golf	20	4	168	-88%	\$ 1,046	\$ 240	\$ 1,669	-37%
Shelters	29	26	27	9%	\$ 6,525	\$ 5,875	\$ 5,933	10%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Huron Meadows</b>								
Shelters	5	2	2	114%	\$ 400	\$ 400	\$ 467	-14%
<b>Hudson Mills</b>								
Disc Golf Daily	107	107	156	-32%	\$ 321	\$ 321	\$ 469	-32%
Disc Golf Annual	23	13	20	13%	\$ 1,320	\$ 740	\$ 1,180	12%
Total Disc Golf	130	120	177	-26%	\$ 1,641	\$ 1,061	\$ 1,649	0%
Shelters	10	8	4	173%	\$ 1,600	\$ 1,400	\$ 667	140%
Canoe Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Lower Huron / Willow / Oakwoods</b>								
Disc Golf Daily	82	11	48	71%	\$ 246	\$ 333	\$ 244	1%
Disc Golf Annual	3	3	3	13%	\$ 1,320	\$ 740	\$ 1,180	12%
Total Disc Golf	85	14	51	68%	\$ 1,566	\$ 1,073	\$ 1,424	10%
Shelters	34	26	21	59%	\$ 6,500	\$ 5,575	\$ 4,658	40%
<b>Lake Erie</b>								
Shelters	0	0	3	-	\$ -	\$ -	\$ 700	-
Boat Launches	182	0	102	79%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ 300	\$ -	\$ -	-

PARK	Seasonal Activities Y-T-D				Seasonal Revenue Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	5	1	3	50%	\$ 7,500	\$ 3,400	\$ 7,450	1%
Shelters	22	10	12	89%	\$ 5,875	\$ 2,500	\$ 3,442	71%
Boat Launches	1	0	7	-86%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ -	\$ -	\$ -	-
Mini-Golf	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Wolcott Mill</b>								
Activity Center	0	4	4	-	\$ -	\$ 2,000	\$ 1,333	-
<b>Stony Creek</b>								
Disc Golf Daily	0	0	2	-	\$ -	\$ -	\$ 6	-
Disc Annual	9	6	4	108%	\$ 540	\$ 360	\$ 260	108%
Total Disc Golf	9	6	6	42%	\$ 540	\$ 360	\$ 266	103%
Shelters	30	27	20	48%	\$ 6,788	\$ 6,225	\$ 4,675	45%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Boat Launches	23	31	24	-4%	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	8	3	2	243%	\$ 1,475	\$ 600	\$ 467	216%
Event Room	1	6	4	-75%	\$ 2,900	\$ 17,450	\$ 10,117	-71%
<b>Kensington</b>								
Disc Golf Daily	2	0	147	-99%	\$ 6	\$ -	\$ 442	-99%
Disc Annual	18	4	21	-13%	\$ 1,040	\$ 240	\$ 1,227	-15%
Total Disc Golf	20	4	168	-88%	\$ 1,046	\$ 240	\$ 1,669	-37%
Shelters	29	26	27	9%	\$ 6,525	\$ 5,875	\$ 5,933	10%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Huron Meadows</b>								
Shelters	5	2	2	114%	\$ 400	\$ 400	\$ 467	-14%
<b>Hudson Mills</b>								
Disc Golf Daily	107	107	156	-32%	\$ 321	\$ 321	\$ 469	-32%
Disc Annual	23	13	20	13%	\$ 1,320	\$ 740	\$ 1,180	12%
Total Disc Golf	130	120	177	-26%	\$ 1,641	\$ 1,061	\$ 1,649	0%
Shelters	10	8	4	173%	\$ 1,600	\$ 1,400	\$ 667	140%
Canoe Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Lower Huron / Willow / Oakwoods</b>								
Disc Golf Daily	82	11	48	71%	\$ 246	\$ 333	\$ 244	1%
Disc Annual	3	3	3	13%	\$ 180	\$ 160	\$ 153	17%
Total Disc Golf	85	14	51	68%	\$ 426	\$ 493	\$ 397	7%
Shelters	34	26	21	59%	\$ 6,500	\$ 5,575	\$ 4,658	40%
<b>Lake Erie</b>								
Shelters	0	0	3	-	\$ -	\$ -	\$ 700	-
Boat Launches	182	0	102	79%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ 300	\$ -	\$ -	-

PARK	Cross Country Ski Rental this Month				Cross Country Ski Rental Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	\$ 2,951	\$ 2,184	\$ 1,904	55%	\$ 2,951	\$ 2,184	\$ 1,904	55%
Kensington	\$ 4,630	\$ 5,822	\$ 3,575	30%	\$ 4,630	\$ 5,822	\$ 3,575	30%
Huron Meadows	\$ 16,460	\$ 30,857	\$ 19,739	-17%	\$ 16,460	\$ 30,857	\$ 19,739	-17%
Hudson Mills	\$ -	\$ -	\$ 230	-	\$ -	\$ -	\$ 230	-

PARK	Winter Sports this Month				Winter Sports Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
XC Skiers	0	4	1	-	0	4	1	-
Ice Skaters	0	240	111	-	0	240	111	-
Sledders	0	615	248	-	0	615	248	-
Ice Fishermen	0	3,450	1,231	-	0	3,450	1,231	-
<b>Stony Creek</b>								
XC Skiers	380	306	381	0%	380	306	381	0%
Ice Skaters	0	24	28	-	0	24	28	-
Sledders	200	249	600	-67%	200	249	600	-67%
Ice Fishermen	0	153	97	-	0	153	97	-
<b>Indian Springs</b>								
XC Skiers	202	40	57	256%	202	40	57	256%
Sledders	300	332	270	11%	300	332	270	11%
<b>Kensington</b>								
XC Skiers	493	594	302	63%	493	594	512	-4%
Ice Skaters	0	64	0	-	0	64	24	-
Sledders	1,776	1,788	302	488%	1,776	1,788	1,784	0%
Ice Fishermen	0	141	9	-	0	141	72	-
<b>Huron Meadows</b>								
XC Skiers	1,875	3,641	2,462	-24%	1,875	3,641	2,462	-24%
Ice Fishermen	0	0	0	-	0	0	0	-
<b>Hudson Mills</b>								
XC Skiers	130	150	133	-2%	130	150	133	-2%
<b>Willow</b>								
XC Skiers	5	19	9	-46%	5	19	9	-46%
Sledders	72	240	157	-54%	72	240	157	-54%
<b>Lake Erie</b>								
XC Skiers	0	25	8	-	0	25	8	-
Sledders	57	153	51	12%	57	153	51	12%
Ice Fishing	0	2,294	792	-	0	2,294	792	-

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	5,349	5,020	5,078	5%	5,349	5,020	5,078	5%
Wolcott Mill	2,313	1,022	2,192	6%	2,313	1,022	2,192	6%
Wolcott Farm	1,220	915	1,267	-4%	1,220	915	1,267	-4%
Stony Creek	8,784	8,582	9,202	-5%	8,784	8,582	9,202	-5%
Eastern Mobile Center	226	29	121	87%	226	29	121	87%
Indian Springs	2,297	1,985	2,046	12%	2,297	1,985	2,046	12%
Kens NC	24,180	21,286	25,111	-4%	24,180	21,286	25,111	-4%
Kens Farm	8,294	10,261	9,766	-15%	8,294	10,261	9,766	-15%
Western Mobile Center	616	141	326	89%	616	8,885	3,241	-81%
Hudson Mills	2,572	2,510	2,548	1%	2,572	2,510	2,548	1%
Oakwoods	10,119	10,093	10,546	-4%	10,119	10,093	10,546	-4%
Lake Erie	11,483	13,974	13,318	-14%	11,483	13,974	13,318	-14%
Southern Mobile Center	1,121	555	697	61%	1,121	555	697	61%
Totals	78,574	76,373	82,220	-4%	78,574	85,117	85,135	-8%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 2,295	\$ 57	\$ 2,034	13%	\$ 2,295	\$ 57	\$ 2,034	13%
Wolcott Mill	\$ 744	\$ -	\$ 7	11060%	\$ 744	\$ -	\$ 7	11060%
Wolcott Farm	\$ 3,382	\$ -	\$ 73	4511%	\$ 3,382	\$ -	\$ 73	4511%
Wagon Rides	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Livestock/Produce	\$ 4,945	\$ 4,128	\$ 4,739	4%	\$ 4,945	\$ 4,128	\$ 4,739	4%
<b>FARM TOTAL</b>	<b>\$ 8,327</b>	<b>\$ 4,128</b>	<b>\$ 4,812</b>	<b>73%</b>	<b>\$ 8,327</b>	<b>\$ 4,128</b>	<b>\$ 4,812</b>	<b>73%</b>
Stony Creek	\$ (62)	\$ 33	\$ 720	-109%	\$ (62)	\$ 33	\$ 720	-109%
Eastern Mobile Center	\$ 1,325	\$ -	\$ 513	158%	\$ 1,325	\$ -	\$ 513	158%
Indian Springs	\$ 765	\$ 68	\$ 154	396%	\$ 765	\$ 68	\$ 154	396%
Kens NC	\$ 3,191	\$ 765	\$ 1,461	118%	\$ 3,191	\$ 765	\$ 1,461	118%
Kens Farm	\$ 1,495	\$ 223	\$ 686	118%	\$ 1,495	\$ 223	\$ 686	118%
Wagon Rides	\$ 583	\$ 50	\$ 331	76%	\$ 583	\$ 50	\$ 331	76%
Livestock/Produce	\$ -	\$ -	\$ 71	-	\$ -	\$ -	\$ 71	-
<b>FARM TOTAL</b>	<b>\$ 2,078</b>	<b>\$ 273</b>	<b>\$ 1,087</b>	<b>91%</b>	<b>\$ 2,078</b>	<b>\$ 273</b>	<b>\$ 1,087</b>	<b>91%</b>
Western Mobile Center	\$ 2,825	\$ -	\$ 1,254	125%	\$ 2,825	\$ -	\$ 1,254	125%
Hudson Mills	\$ 4,045	\$ 301	\$ 118	3328%	\$ 4,045	\$ 301	\$ 118	3328%
Oakwoods	\$ 559	\$ 702	\$ 495	13%	\$ 559	\$ 702	\$ 495	13%
Lake Erie	\$ 666	\$ 679	\$ 462	44%	\$ 666	\$ 679	\$ 462	44%
Southern Mobile Center	\$ 1,698	\$ -	\$ 1,143	48%	\$ 1,698	\$ -	\$ 1,143	48%
Totals	\$ 28,454	\$ 7,006	\$ 14,261	100%	\$ 28,454	\$ 7,006	\$ 14,261	100%



BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR		CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
Lake St Clair	14	139	8	70	-	-	-	-
Wolcott Mill	-	-	-	-	-	-	-	-
Wolcott Farm	-	-	-	-	-	-	-	-
Stony Creek	19	284	8	82	-	-	-	-
Eastern Mobile Center					-	-	-	-
Indian Springs	4	101	5	176	-	-	-	-
Kens NC	45	1,137	16	226	-	-	-	-
Kens Farm	45	480	27	166	4	68	-	-
Western Mobile Center					27	616	6	141
Hudson Mills	3	72	1	10	-	-	-	-
Oakwoods	12	115	7	81	-	-	1	26
Lake Erie	13	143	9	104	-	-	-	-
Southern Mobile Center					23	1,121	2	186
<b>Totals</b>	<b>155</b>	<b>2,471</b>	<b>81</b>	<b>915</b>	<b>54</b>	<b>1,805</b>	<b>9</b>	<b>353</b>

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	5,210	4,950
Wolcott Mill	2,313	1,022
Wolcott Farm	1,220	915
Stony Creek	8,500	8,500
Indian Springs	2,196	1,809
Kens NC	23,043	21,060
Kens Farm	7,746	10,095
Hudson Mills	2,500	2,500
Oakwoods	10,004	9,986
Lake Erie	11,340	13,870
<b>Totals</b>	<b>74,072</b>	<b>74,707</b>

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

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



To: Board of Commissioners  
From: Shedreka Miller, Chief of Finance  
Subject: IRS Voluntary Correction Program  
Date: February 6, 2023

**Action Requested: Motion to Approve IRS Voluntary Correction Program Application**

That the Pension Committee approve the IRS Voluntary Correction Program (VCP) application for the Huron-Clinton Metropolitan Authority Employees' Retirement Plan as recommended by Chief of Finance, Shedreka Miller.

**Background:** While the HCMA Employees' Retirement Plan was updated to account for certain discretionary plan changes since its inception, the plan was not timely amended to reflect certain changes in the law. The purpose of the IRS voluntary correction program submission is to inform the IRS of the compliance issue and explain to the IRS that the plan has subsequently been amended to bring it into compliance with current legal provisions. The plan will need the IRS' approval to retain its tax-exempt status.

**Application for Voluntary Correction  
Program (VCP)**Under the Employee Plans Compliance Resolution System (EPCRS)  
Go to [www.irs.gov/form8950](http://www.irs.gov/form8950) for instructions and the latest information.**1a** Name of the plan sponsor (employer if single-employer plan)

Huron-Clinton Metropolitan Authority

**1b** Address of plan sponsor (if a P.O. box, see instructions)

13000 High Ridge Drive

**1c** City or town

Brighton

**1d** State

MI

**1e** ZIP code

48114

**1f** Country name

USA

**1g** Foreign province/county**1h** Foreign postal code**1i** Employer Identification Number

386005602

**1j** Telephone number

8104946047

**1k** Fax number**1l** NAICS Business Code

712190

**2a** Person to contact if more information is needed (see instructions).(If a Power of Attorney is attached, check box and do not complete lines 2a through 2g) 

First Name

Middle Name

Last Name

**2b** Address**2c** City or town**2d** State**2e** ZIP code**2f** Telephone number**2g** Fax number**3** Type of VCP submission (see instructions)

- VCP regular submission
- VCP group submission
- Non-VCP 457(b) submission (see instructions)
- VC Pre-submission conference request

**4a** Name of plan

Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement

**4b** Enter 3-digit plan number  
(see instructions)

001

**4c** Enter the dollar value of the  
plan's assets (see instructions)

\$75,384,054.00

**4d** Enter number of participants  
(see instructions)

304

**5** Select the type of plan

**6a** Is this a terminating Orphan Plan and you are requesting a waiver of the VCP user fee (see instructions)  
 Yes  No

**6b** Is this submission the result of a specific recently closed VC Pre-submission conference request?  
 Yes  No

If yes, enter the IRS control or work unit number assigned to the request

**6c** The user fee amount being submitted

- |           | Yes                              | No                               |  |
|-----------|----------------------------------|----------------------------------|--|
| <b>7</b>  | <input checked="" type="radio"/> | <input type="radio"/>            | If you are proposing to correct any section 401(a) or section 403(b) qualification failure, does the correction include a retroactive plan amendment? See instructions.  |
| <b>8</b>  | <input type="radio"/>            | <input checked="" type="radio"/> | Has the plan or plan sponsor been party to an abusive tax avoidance transaction? See instructions.<br>If "Yes," attach an explanation that provides details of the transaction (see instructions).   |
| <b>9</b>  | <input type="radio"/>            | <input checked="" type="radio"/> | Does the VCP submission relate to the diversion or misuse of plan assets? See instructions.  |
| <b>10</b> | <input type="radio"/>            | <input checked="" type="radio"/> | As of the date this VCP submission or VC pre-submission conference request, is the plan sponsor or the plan under examination?<br>If "Yes," you are ineligible for VCP or any VC pre-submission conference (see instructions).   |
| <b>11</b> | <input type="radio"/>            | <input checked="" type="radio"/> | Have you previously filed a Form 5300 series determination letter application for this plan with the IRS that was subsequently closed or withdrawn as a result of a failure to respond to a request for additional information?<br>If "Yes," attach an explanation (see instructions). |

**Submission made by plan sponsor:** Under penalties of perjury, I declare that I have examined this VCP submission, including Form 8950 and all accompanying documents, and, to the best of my knowledge and belief, they and the facts presented in support of this application and submission are true, correct, and complete.

**Submission made by representative on behalf of plan sponsor:** If this is a submission (other than a VC Pre-submission conference request) I declare under penalties of perjury that I am an authorized representative of the plan sponsor who complies with the power of attorney requirements described in Rev. Proc. 2021-30, Section 11.08 who is authorized to sign and file this submission on behalf of a plan sponsor, as provided in an attached Form 2848. The above penalty of perjury statement shall not apply (although the penalties of perjury box should still be marked). However, the authorized representative of the plan sponsor must include a penalties of perjury statement, as described in Rev. Proc. 2021-30, Section 11.04(16), signed by the plan sponsor.

**VC Pre-submission conference request:** If this is a VC Pre-submission conference request, under penalties of perjury, I declare that I am an authorized representative of the plan sponsor who complies with the power of attorney requirements described in Rev. Proc. 2021-30, Section 11.08. I understand this is not a VCP submission and that I will need to submit a full VCP submission (including an executed Form 2848) if the plan sponsor decides to proceed with submission. The above penalty of perjury statements shall not apply (although the penalties of perjury box should still be marked).

**SIGN HERE**

**DATE**

This application must generally be signed by the owner of a sole proprietor or by an officer with legal authority to bind a corporation, partnership, or organization. For exceptions, see instructions under *Who Must Sign*.

**Type or print name**

**Type or print title**

Applicant: Huron-Clinton Metropolitan Authority  
Plan Name: Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement  
EIN: 38-6005602  
Plan Number: 001

### **DECLARATION OF OFFICIAL INTENT FOR VCP SUBMISSION**

Under penalties of perjury, I declare that I have examined this submission, including accompanying documents, and, to the best of my knowledge and belief, the facts presented in support of this submission are true, correct, and complete.

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Shedreka Miller  
Chief of Finance  
Huron-Clinton Metropolitan Authority

Dated: February \_\_\_\_\_, 2023

40184215.1/042460.00062

## Power of Attorney and Declaration of Representative

▶ Go to [www.irs.gov/Form2848](http://www.irs.gov/Form2848) for instructions and the latest information.

**For IRS Use Only**

Received by: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Function \_\_\_\_\_  
 Date        /        /

**Part I Power of Attorney**

**Caution:** A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

**1 Taxpayer information.** Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
	Daytime telephone number	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

**2 Representative(s)** must sign and date this form on page 2, Part II.

Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
<b>Check if to be sent copies of notices and communications</b> <input type="checkbox"/>	
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
<b>Check if to be sent copies of notices and communications</b> <input type="checkbox"/>	
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
<b>(Note: IRS sends notices and communications to only two representatives.)</b>	
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
<b>(Note: IRS sends notices and communications to only two representatives.)</b>	

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

**3 Acts authorized (you are required to complete line 3).** Except for the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)

**4 Specific use not recorded on the Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See Line 4. Specific Use Not Recorded on CAF in the instructions . . . . .

**5a Additional acts authorized.** In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):  Access my IRS records via an Intermediate Service Provider;  Authorize disclosure to third parties;  Substitute or add representative(s);  Sign a return; \_\_\_\_\_

Other acts authorized: \_\_\_\_\_



**b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.  
 List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_

**6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this form. If you **do not** want to revoke a prior power of attorney, check here

**YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

**7 Taxpayer declaration and signature.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify I have the legal authority to execute this form on behalf of the taxpayer.

**▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

Signature	Date	Title (if applicable)
Print name	Print name of taxpayer from line 1 if other than individual	

**Part II Declaration of Representative**

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent by the IRS per the requirements of Circular 230.
  - d Officer—a bona fide officer of the taxpayer organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer’s immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the IRS is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
  - k Qualifying Student or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

**Note:** For designations d–f, enter your title, position, or relationship to the taxpayer in the “Licensing jurisdiction” column.

Designation— Insert above letter (a–r).	Licensing jurisdiction (State) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable)	Signature	Date

Include the plan name, Applicant's EIN and plan number on each page of the compliance statement, including attachments

**Section I - Identifying Information**

1. Applicant's name		
2. Applicant's EIN ( <i>do not use SSN</i> )	3. Plan number	
4. Plan name		

**Section II - Applicant's Description of Failures**

Attach additional pages, as needed. Label the attachment "**Section II. Applicant's Description of Failures.**" List and number each failure separately. If using the Form 14568 Schedules, specify the Schedules that are included and attach them to this compliance statement.

**Section III - Applicant's Description of the Proposed Method of Correction**

Attach additional pages, as needed. Label the attachment "**Section III. Applicant's Description of the Proposed Method of Correction.**" Describe the correction method for each failure listed in Section II. If using the Form 14568 Schedules, specify the Schedules that are included and attach them to this compliance statement.

**Section IV - Applicant's Proposed Procedures to Locate and Notify Former Employees or Beneficiaries**

Attach additional pages, as needed. Label the attachment "**Section IV. Applicant's Proposed Procedures to Locate and Notify Former Employees or Beneficiaries.**" Describe the methods that will be used to locate and notify former employees and beneficiaries, or provide an affirmative statement that no former employees or beneficiaries were affected by each failure listed in Section II or will be affected by the correction methods described in Section III.

**Section V - Applicant's Proposed Revision to Administrative Procedures**

Attach additional pages, as needed. Label the attachment "**Section V. Applicant's Proposed Revision to Administrative Procedures.**" Include an explanation of how and why the failures arose and a description of the measures implemented (or will be implemented) to ensure that the same failures do not occur in the future. If using the Form 14568 Schedules, specify the Schedules that are included and attach them to this compliance statement.

**Section VI - Requests Related to Excise Taxes, Additional Tax and Tax Reporting**

The Applicant requests that the Internal Revenue Service (IRS) not pursue the following taxes under the Internal Revenue Code (IRC) (attach supporting rationale)

- Excise tax under IRC Section 4972 with respect to failures number \_\_\_\_\_
- Excise tax under IRC Section 4973 with respect to failures number \_\_\_\_\_
- Excise tax under IRC Section 4974 with respect to failures number \_\_\_\_\_
- Excise tax under IRC Section 4979 with respect to failures number \_\_\_\_\_
- Imposition of additional tax under IRC Section 72(t) with respect to failures number \_\_\_\_\_

Applicant's EIN (*do not use SSN*)

Plan number

Plan name

- The Applicant requests that the IRS grant the following for plan loan failures that did not comply with IRC Section 72(p)
- With respect to all loans described in this compliance statement, that a deemed distribution corrected pursuant to this VCP submission not be required to be reported on Form 1099-R and that repayments made by the correction not result in the affected participant having additional basis in the plan for purposes of determining the tax treatment of subsequent distributions from the plan.
  - With respect to all loans described in this compliance statement, that a deemed distribution be reported on Form 1099-R with respect to affected participants for the year of correction instead of the year of the failure.
  - For one or more plan loans described in this compliance statement that it be permitted to report the loans as deemed distributions in the year of correction instead of the year of the failure. For other affected plan loans, the plan sponsor requests relief from reporting them as deemed distributions. Attach additional narrative details that explain why the relief should be granted and which specific loans will be receiving what type of special relief.

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### **Section VII - Enforcement Resolution (*to be completed by IRS only*)**

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The Applicant will neither attempt to nor otherwise amortize, deduct or recover from the IRS any portion of the paid user fee associated with this submission nor receive any federal tax benefit on account of payment of the fee.

The IRS will not pursue the sanction of revoking the tax-favored status of the plan under Sections 401(a), 403(b), 408(k) or 408(p) of the IRC on account of the failures described in this compliance statement. This compliance statement considers only the acceptability of the correction methods including the revisions of administrative procedures described in the compliance statement and does not express an opinion as to the accuracy or acceptability of any calculations or other materials included with or provided at any time during the processing of the VCP submission. The reliance provided by this compliance statement is limited to the specific failures and years specified and does not provide reliance for any other failure or year. In no event may this compliance statement be relied on for the purposes of concluding that the plan or plan sponsor was not a party to an abusive tax avoidance transaction. This compliance statement should not be construed as affecting the rights of any party under any other law, including Title I of the Employee Retirement Income Security Act of 1974.

This compliance statement expresses no opinion as to whether the plan otherwise satisfies the requirements of the IRC and is not a letter ruling or a determination letter within the meaning of Revenue Procedure 2019-1 (updated annually) and Revenue Procedure 2019-4 (updated annually).

This compliance statement is conditioned on (1) there being no misstatement or omission of material facts in connection with the submission and (2) the completion of all corrections described in this compliance statement within 150 days of the date of this compliance statement. For governmental plans within the meaning of IRC Section 414(d), corrective plan amendments required by this compliance statement that fix the operational failures or employer eligibility failure described in this compliance statement, must be adopted by the later of 150 days after the date of this compliance statement or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after 91 days after the date of this compliance statement.

- The IRS will treat the failure to adopt interim amendments, as described in this compliance statement as if they had been adopted timely for the purpose of making available the extended remedial amendment period set forth in Rev. Proc. 2007-44 and beginning on January 1, 2017, Rev. Proc. 2016-37, or its successors. However, this compliance statement does not constitute a determination as to whether the plan amendments, as drafted, comply with the applicable changes in qualification requirements.
- The IRS will treat the failure to timely adopt a written plan, as required under the IRC Section 403(b), Final Treasury Regulations under IRC Section 403(b) and Notice 2009-3, as if it had been adopted timely for the purposes of making available the extended remedial amendment period set forth in Announcement 2009-89, Rev. Proc. 2013-22, Rev. Proc. 2017-18, Rev. Proc. 2019-39, and any future superseding guidance. However, this compliance statement does not constitute a determination as to whether the written plan, as drafted, complies with the applicable requirements associated with IRC Section 403(b) and the Final Treasury Regulations under IRC Section 403(b).

Applicant's EIN (*do not use SSN*)

Plan number

Plan name

- With regard to failure number \_\_\_\_\_ (provided that no modification has been made to either the plan document or adoption agreement of the plan that would otherwise cause the employer to lose reliance on the plan's opinion or advisory letter), the corrective amendment will not cause the plan to lose its status as a Pre-approved Plan and (provided that no modification has been made that would otherwise affect the employer's eligibility for the six-year remedial amendment cycle) the employer will be allowed to remain within the six-year remedial amendment cycle described in Rev. Proc. 2016-37 on a continuing basis until the expiration of the next six-year remedial amendment cycle as provided in Section 16.01 of Rev. Proc. 2016-37.
- The IRS will not pursue the following on account of the qualification failures described in this submission:
- Excise tax under IRC Section 4972
  - Excise tax under IRC Section 4973
  - Excise tax under IRC Section 4974
  - Excise tax under IRC Section 4979
  - With respect to the overpayment failures described in this compliance statement that were corrected by removing improper distributions from the IRAs of the affected participants and returning those distributions to the plan, the IRS will not pursue \_\_\_\_\_% of the 10% additional income tax under IRC Section 72(t).
- With respect to the loan failures described in this compliance statement:
- For all loans that are corrected by a corrective repayment to the plan or reamortization as described in this compliance statement. The IRS will not require deemed distributions under IRC Section 72(p) to be reported on Form 1099-R with respect to the participants affected by the failures, and repayments made pursuant to the correction of the loans will not result in an affected participant having additional basis in the plan for the purpose of determining the tax treatment of subsequent distributions from the plan to the participants.
  - For all loans that will be reported as deemed distributions. The IRS will require deemed distributions under IRC Section 72(p) to be reported on Form 1099-R with respect to the participants affected by the failures. However, the plan will be permitted to report deemed distributions on Form 1099-R in the year of correction, instead of the year of the failure.
  - If the requested relief is not applied consistently to all loans. For loans where relief from issuing Form 1099-R is applicable, all repayments made pursuant to the correction of the loans will not result in an affected participant having additional basis in the plan for the purpose of determining the tax treatment of subsequent distributions from the plan to the participants. For all other loans (or situations where affected participants do not choose to or may not qualify for Form 1099-R relief), the IRS will require deemed distributions under IRC Section 72(p) to be reported on Form 1099-R with respect to the participants affected by the failures. However, the plan will be permitted to report the deemed distributions on Form 1099-R in the year of correction, instead of the year of the failure.

Approved:

\_\_\_\_\_  
 Manager, Employee Plans Voluntary Compliance  
 Tax Exempt and Government Entities Division

Date \_\_\_\_\_

Form **14568-B**  
(June 2018)**Model VCP Compliance Statement - Schedule 2:  
Other Nonamender Failures and Failure to Adopt  
a 403(b) Plan Timely**OMB Number  
1545-1673

Include the plan name, Applicant's EIN and plan number on each page of the compliance statement, including attachments.

Plan name

EIN

Plan number

**Section I - Identification of Failures****A. Qualified Plans:** The plan identified above was not amended to comply with the applicable provisions of the following legislative and regulatory requirements by the applicable deadlines in accordance with Internal Revenue Code (IRC) Section 401(b) and the regulations thereunder:

- The Tax Reform Act of 1986 (TRA '86)
- The Unemployment Compensation Amendments of 1992 (UCA)
- The Omnibus Budget Reconciliation Act of 1993 (OBRA)
- GUST (includes the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998 and the Community Renewal Tax Relief Act of 2000)
- The changes required by the 2004 Cumulative List (Notice 2004-84) for an eligible employer using a pre-approved defined contribution plan who failed to adopt the pre-approved plan by April 30, 2010, as required by Announcement 2008-23.
- The changes required by the 2005 Cumulative List (Notice 2005-101) for Cycle A individually designed plans.
- The changes required by the 2006 Cumulative List (Notice 2007-3) for Cycle B individually designed plans, and any eligible employer using a pre-approved defined benefit plan who failed to adopt the pre-approved plan by April 30, 2012, as required by Announcement 2010-20).
- The changes required by the 2007 Cumulative List (Notice 2007-94) for Cycle C individually designed plans.
- The changes required by the 2008 Cumulative List (Notice 2008-108) for Cycle D individually designed plans.
- The changes required by the 2009 Cumulative List (Notice 2009-98) for Cycle E individually designed plans.
- The changes required by the 2010 Cumulative List (Notice 2010-90) for Cycle A individually designed plans and any eligible employer using a pre-approved defined contribution plan who failed to adopt the pre-approved plan by April 30, 2016, as required by Announcement 2014-16).
- The changes required by the 2011 Cumulative List (Notice 2011-97) for Cycle B individually designed plans.
- The changes required by the 2012 Cumulative List (Notice 2012-76) for Cycle C individually designed plans.
- The changes required by the 2013 Cumulative List (Notice 2013-84) for Cycle D individually designed plans.
- The changes required by the 2014 Cumulative List (Notice 2014-77) for Cycle E individually designed plans.
- The changes required by the 2015 Cumulative List (Notice 2015-84) for Cycle A individually designed plans.
- Amendments required as a condition for a favorable determination letter.
- Other (specify the late amender failure not listed above) (Attach additional pages as needed. Label the attachment "Section 1A of Form 14568-B, Identification of Other Nonamender Failures" and include the plan name, Applicant's EIN and plan number at the top of each page.):

---

Plan name

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EIN

Plan number

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**B. 403(b) Plans:**

- The plan sponsor did not timely adopt a written plan as required by the final IRC Section 403(b) regulations and Notice 2009-3.

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**Section II - Description of Proposed Method of Correction**

- A. Qualified Plan.** The Applicant (or the plan sponsor) adopted amendments that satisfy the requirements of all the items checked in Section IA of this Form 14568-B, retroactively to the effective dates of the specific provisions contained in the amendments. Copies of the signed and dated amendments and restated plan documents (where applicable) are enclosed with this VCP submission.
- B. 403(b) Plan.** Failure to adopt a written plan timely. The Applicant (or the plan sponsor) adopted a written plan retroactive to the later of the effective date of the final 403(b) regulations or the initial effective date of the plan. A copy of the signed and dated 403(b) plan is enclosed with this VCP submission.

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**Section III - Change in Administrative Procedures**

The Applicant indicated the plan sponsor has taken (or will take) the following step(s) to ensure that the failure(s) will not recur:

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**Section IV - Enclosures**

In addition to the applicable items listed on the Procedural Requirements Checklist for Form 8950, the plan sponsor enclosed the following documents, as appropriate, with this VCP submission:

- Copies of all signed and dated amendments used to correct the failures,
- A copy of the plan document in effect prior to any of the amendments used to correct the failures,
- A copy of the most recent determination letter issued with respect to the plan (if applicable),
- For 403(b) plans, a copy of the signed and dated written 403(b) plan.



## ATTACHMENT TO FORM 14568 MODEL VCP STATEMENT

### Section II – Applicant's Description of Failures

1. Failure #1. Huron-Clinton Metropolitan Authority ("Applicant") last received a favorable determination on the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") on November 22, 1995. (Exhibit 7). The letter was issued under Revenue Procedure 93-39 and generally considered the amendments required by the Tax Reform Act of 1986. The favorable determination letter considered the Plan restatement effective January 1, 1994. (Exhibit 6.a). Thereafter, the Plan was amended and restated effective January 1, 1997. (Exhibit 6.b). Thereafter, discretionary amendments were made to the Plan between 1998 and 2013. (Exhibits 6.b and 6.c). However, the Plan was not timely amended to reflect applicable legislative and regulatory amendment requirements from 1997 to 2013.
2. Failure #2. The Plan was not timely amended to reflect applicable legislative and regulatory amendment requirements from 2014 through 2020.

### Section III – Applicant's Description of the Proposed Method of Correction

1. With respect to Failure #1, Applicant amended and restated the Plan effective October 1, 2013, which incorporated the applicable legislative and regulatory amendment requirements from 1997 to 2013. (Exhibit 6.d).
2. With respect to Failure #2, Applicant amended and restated the Plan effective January 1, 2021, which incorporated the applicable legislative and regulatory amendment requirements from 2014 through 2020. (Exhibit 6.e).

### Section V – Applicant's Proposed Revision to Administrative Procedures

The Plan Sponsor has taken the following steps to ensure that the failures will not recur:

1. Implementing an automatic reminder to check that legal requirements are being met; and
2. Retaining legal counsel to advise on amendment requirement and help ensure that the Plan is updated as necessary.

a. 1994 Restatement

***HURON-CLINTON  
METROPOLITAN AUTHORITY***

***EMPLOYEES' RETIREMENT PLAN  
AND TRUST AGREEMENT***

**AS AMENDED AND RESTATED  
EFFECTIVE JANUARY 1, 1994**

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**EMPLOYEES' RETIREMENT PLAN**

**THIS AGREEMENT**, made OCTOBER 6, 1994 effective as of the 1st day of January, 1994, by and between the HURON-CLINTON METROPOLITAN AUTHORITY (the "Authority"), a public corporation organized and existing under the laws of the State of Michigan, and DAVID L. WAHL, Controller of said Huron-Clinton Metropolitan Authority, as Trustee of the Huron-Clinton Metropolitan Authority Employees' Retirement Plan (the "Trustee"), as follows:

**WHEREAS**, effective October 1, 1952, the Authority entered into a certain Pension Trust Agreement by which was created the Huron-Clinton Metropolitan Authority Employees' Retirement and Insurance Plan.

**WHEREAS**, the Authority reserved the right to amend the Agreement as it may deem advisable as provided under Article XIII, Section 2 of the Agreement as restated effective October 1, 1974 and under conditions prescribed therein and as subsequently amended by the Nineteenth (Restatement), Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third and Twenty-Fourth Amendments thereto,

**WHEREAS**, the Authority has decided to amend the Restated Pension Trust Agreement in the manner and to the extent hereinafter set forth and the Trustee is agreeable to such amendment.

**THIS AGREEMENT**, as to amendment and restatement of the Restated Pension Trust Agreement and the Nineteenth (Restatement) and Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third and Twenty-Fourth Amendments to the Pension Trust Agreement will not affect such prior Pension Trust Agreement provisions except as specifically stated herein.

**THIS AGREEMENT**, does not affect the rights and benefits of any former Employee who retired, died or otherwise terminated employment with the Authority prior to January 1, 1994, unless specifically stated herein.

# **TWENTY-FIFTH AMENDMENT - RESTATEMENT**

## **PENSION TRUST AGREEMENT**

**WITNESSETH:**

### **PREAMBLE**

This Trust formerly known as the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT AND INSURANCE PLAN was, as of October 1, 1983, known as the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT PLAN. Its purpose is to provide pension benefits for the exclusive benefit of those employees of Huron-Clinton Metropolitan Authority who qualify as participants under the terms of this Agreement, and their beneficiaries.

This Trust has been duly authorized by a resolution of the Board of Commissioners of the Huron-Clinton Metropolitan Authority dated the 9th day of October, 1952.

**HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN**

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**ARTICLE 1**  
**DEFINITIONS**

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

1. **ACTUARIAL EQUIVALENT** means for all options specified in the Plan, the Unisex Pension-1984 Table will be used based on an interest rate of 7½% unless stated otherwise. In the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on the Pension Benefit Guaranty Corporation interest rate for Normal Retirement Benefits published approximately thirty (30) days prior to the payment of the benefit. Effective for the Park Superintendent/Department Head and Police Officers Association of Michigan Park Rangers Units as of February 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Supervisory and Professional Units as of March 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Non-Supervisory Units as of July 14, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Seasonal Employees as of January 1, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%.
2. **ANNIVERSARY DATE** means October 1, 1952 and any subsequent October 1.
3. **ANNUITANT** means any Participant retired and receiving retirement income benefits under the Plan.
4. **AUTHORITY** means Huron-Clinton Metropolitan Authority, a public corporation organized and existing under the laws of the State of Michigan.

5. **BENEFICIARY** means any person or persons designated by a Participant to receive any benefits which may be payable under the Plan upon or after the Participant's death.
6. **BOARD OF COMMISSIONERS** means the Board of Commissioners of the Authority, as constituted from time to time.
7. **COMMITTEE** means the Committee which will direct the general administration of the Plan in accordance with the provisions hereof.
8. **COMPENSATION RATE** means an Employee's regular or basic rate of pay (hourly, daily, weekly, monthly or annual, including any amounts deferred in accordance with the Huron-Clinton Metropolitan Authority Deferred Compensation Plan) on the August 1 next preceding the Effective Date and on the August 1 next preceding each Anniversary Date thereafter and will be exclusive of bonuses, overtime pay or other extra compensation of any kind.

For years beginning after December 31, 1988, the annual compensation of each Participant taken into account under the Plan shall not exceed two hundred thousand dollars (\$200,000). This limitation shall be adjusted by the Secretary at the time and in the same manner as under Section 415(d) of the Internal Revenue Code, except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year and the first adjustment to the two hundred thousand dollar (\$200,000) limitation is effected on January 1, 1990.

In determining the compensation of a Participant for purposes of this limitation, the rules of Section 414(q)(6) of the Internal Revenue Code shall apply, except in applying such rules, the term "family" shall include only the spouse of the Participant and any lineal descendants of the Participant who have not attained age nineteen (19) before the close of the year. If, as a result of the application of such rules the adjusted two hundred thousand dollar (\$200,000) limitation is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's compensation as determined under this Section prior to the application of this limitation.

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

For Plan Years beginning on or after January 1, 1996, any reference in this Plan to the limitation under Section 401(a)(17) of the Internal Revenue Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

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

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

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

(b) the sum of:

- (i) the Participant's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1996, frozen in accordance with Section 1.401(a)(4)-13 of the regulations, and
- (ii) the Participant's accrued benefit determined under the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's years of service credited to the Employee for Plan Years beginning on or after January 1, 1996, for purposes of benefit accruals.

A Section 401(a)(17) Participant means a Participant whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1996, is based on compensation for a year beginning on or after January 1, 1996, that exceeded \$150,000.

In determining the compensation of a Participant for purposes of this limitation, the rules of Section 414(q)(6) of the Internal Revenue Code shall apply, except in applying such rules, the term "family" shall include only the spouse of the Participant and any lineal descendants of the Participant who have not attained age nineteen (19) before the close of the year. If, as a result of the application of such rules the adjusted one hundred-fifty thousand dollar (\$150,000) limitation is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's compensation as determined under this Section prior to the application of this limitation.

9. ***DISABILITY RETIREMENT DATE*** means the first day of the month next following the date such Participant is approved for disability benefits as determined by the Social Security Administration.
10. ***EARLY RETIREMENT DATE*** means the first day of the month next following the date such Participant terminates employment with the Authority subsequent to his

fifty-fifth (55th) birthday (but prior to his Normal Retirement Date) and after having completed ten (10) or more years of Service.

11. **EFFECTIVE DATE** means October 1, 1952.
12. **ELIGIBILITY DATE** means the Anniversary Date on which the Employee first becomes eligible to become a Participant under the Plan.
13. **EMPLOYEE** means any person employed and classified by the Authority on a full-time basis. Full-time employees are those regularly scheduled to work 40 hours in any one week. Part-time, retired employees, persons employed on a retainer or fee basis, and persons on the Board of Commissioners who are not regular full-time employees will not be included within the meaning of "Employee".
14. **ESTIMATED SOCIAL SECURITY BENEFIT** means an estimate of the annual Primary Social Security Benefit to which an Employee would be entitled as of attainment of age sixty-two (62) based on the assumptions that:
  - (a) The Employee has been continuously covered under the Social Security Act since the later of 1951 or the Employee's twenty-first (21st) birthday.
  - (b) The Employee's compensation for the calendar year preceding his date of termination of employment was equal to his annualized Compensation Rate for such year.
  - (c) For each calendar year prior to each year in (b), such compensation shall be assumed to have changed in proportion to the national average wage determined by the Social Security Administration for a particular year. An estimate of such wage shall be made only for years for which a national average wage has not been determined.

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

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

15. **FINAL AVERAGE EARNINGS** means the average of Monthly Compensation paid in the five (5) consecutive years during the last ten (10) years preceding retirement which will produce the highest benefit for the Participant. If a Participant has less than five (5) consecutive years of Plan Participation, Final Average Earnings means the Compensation paid for the actual years of Participation, provided further that the Compensation in any year in which the Participant has a Break in Service will be disregarded and Compensation paid in the years immediately before and after the Break(s) in Service, as the case may be, will be used as consecutive years as though the Break in Service did not occur.
16. **MONTHLY COMPENSATION** will be determined as follows:
- (a) For each Employee paid on an hourly basis, 173.333 multiplied by his hourly Compensation Rate.
  - (b) For each Employee paid on a bi-weekly basis, 2.167 multiplied by his bi-weekly Compensation Rate.
  - (c) For each Employee paid on an annual basis, .083 multiplied by his annual Compensation Rate.
17. **NORMAL RETIREMENT DATE** means the first day of the month coincident with or next following his 65th birthday.



18. **PARTICIPANT** means an Employee who has joined the Plan as provided in Article 2 or, if applicable, Article 14 hereof.
19. **PLAN YEAR** means the twelve-month period from October 1 to the next following September 30.
20. **PLAN** means the Retirement Plan set forth in this instrument, as amended from time to time.
21. **SERVICE** means any period of full-time employment by the Authority as an Employee as shown by the records of the Authority and as defined in Article 2 or, if applicable, Service as defined in Article 14.
22. **SOCIAL SECURITY RETIREMENT AGE** means the age used as the retirement age for an Employee under Section 216(1) of the Social Security Act.
23. **TOTALLY AND PERMANENTLY DISABLED** means a Participant who applies and qualifies for disability benefits as determined by the Social Security Administration.
24. **TRUSTEE** means the Trustee named herein, and any duly appointed Successor Trustee.

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

- \* It is noted that certain technical terminology is used throughout this document to comply with various regulatory requirements in order to maintain the Plan's tax qualified status. As specified in Section 8.3, the Pension Committee will construe the terms of this document.

**ARTICLE 2**  
**PARTICIPATION**

**SECTION 2.1 ELIGIBILITY REQUIREMENTS**

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

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

The Anniversary Date on which an Employee becomes eligible to participate under the Plan is hereinafter referred to as the Employees' "Eligibility Date".

**SECTION 2.2 SERVICE**

- (a) Except as may be adjusted by reason of Section 2.4, Service Commencement Date is the most recent full-time employment date by the Authority.
- (b) Service Termination Date is the date on which continuous service with the Authority is broken by reason of termination, death, loss of re-employment rights following a military leave of absence or the date on which an Employee retires.
- (c) Service is the amount of full-time employment, computed to the nearest month with paid employment for at least one hour in a month equalling one month, between the Service Commencement Date and the Service Termination Date.

### ***SECTION 2.3 BREAK IN SERVICE***

If in the twelve (12) month period immediately following his Service Termination Date, such Employee is not re-employed by the Authority, a "Break in Service" (effective as of such person's Service Termination Date) will occur. If such person is re-employed within the twelve (12) month period immediately following his Service Termination Date, he will not incur a "Break in Service"; however, in no event will Service be recognized with respect to the period during which he was so unemployed.

### ***SECTION 2.4 REINSTATEMENT OF SERVICE***

The reinstatement of service in the event of re-employment on a date that is at least twelve (12) months after the Service Termination Date will be determined as follows:

- (a) As to a Participant Who Was Previously Ineligible for Termination Benefits Under Article 6:
  - (i) If such a person is rehired by the Authority after a Break in Service, and the time elapsing between the effective date of the Break in Service and his re-employment date does not exceed the amount of Service he had at the time the Break in Service occurred, his Service Commencement Date will be his date of re-employment, back-dated by the amount of Service he had at the time the Break in Service occurred.
  - (ii) If such a person is rehired by the Authority after a Break in Service, and the time elapsing between the effective date of the Break in Service and his re-employment date exceeds the amount of Service he had at the time the Break in Service occurred, he will not be eligible for reinstatement of any prior service for any purpose of this Plan and will be treated in all respects as if he had been first employed by the Authority on the date he was re-employed as a full-time Employee.

- (b) As to a Participant Who Was Previously Eligible for Termination Benefits under Article 6 or Article 14 or Retirement Benefits under Article 3 and Not Receiving Monthly Benefits:

If such person is re-employed by the Authority his Service Commencement Date will be his date of re-employment, back-dated by the amount of Service he had at the time the Break in Service occurred. If such person has received a single-sum benefit under the Plan as of his prior termination date, he may elect to repay to the Plan the amount of the benefit he received plus 5% interest thereon compounded annually from the date of payment to the date of repayment; otherwise, any benefit he may subsequently receive from this Plan will be reduced by the Actuarial Equivalent of the amount of the single sum benefit he received and retained.

- (c) As to a Participant Receiving Monthly Benefits on Date of Such Re-Employment:

If such a person is re-employed by the Authority as a full-time Employee, his benefits will cease during such period of re-employment and his Service Commencement Date will be adjusted in accordance with the provisions of Section 2.4(b). Upon the later of termination, retirement or death of such person, any benefit he may then receive from this Plan will be reduced by the Actuarial Equivalent of the total of the benefits he previously received from the Plan. If such person is re-employed by the Authority as a part-time Employee, there will be no suspension of benefits nor credit for any additional benefits under the Plan.

## **ARTICLE 3**

### **BENEFITS**

#### **SECTION 3.1 NORMAL FORM - LIFE ONLY**

The normal form of benefit at retirement will be a monthly life annuity payable to the Participant commencing on his Normal Retirement Date or any other retirement date, and terminating with the last payment preceding his death. A Participant may elect, in lieu of the normal retirement benefit, any optional mode of payment as specified in Section 3.6.

The retirement benefit on the normal form to which each Participant may become entitled under the Plan will be determined in accordance with the following formula, to a maximum of 67% of Final Average Earnings as applicable:

1.9% of Final Average Earnings for each year of Service or fraction thereof at retirement.

Benefits computed under the foregoing formula will be subject to a minimum of \$279.41 per month on the normal form, but if the Participant will have completed less than 25 years of Service at retirement, such benefit will be subject to a reduction of 1/25 for each year of Service, or fraction thereof, less than 25 at retirement.

#### **SECTION 3.2 CREDITED DEFERRED RETIREMENT**

The retirement benefit to which a Participant who elects to remain an Employee of the Authority after Normal Retirement Date will be entitled to is the amount determined under the foregoing formula with Service and Final Average Earnings to such actual retirement.

### ***SECTION 3.3 EARLY RETIREMENT***

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

### ***SECTION 3.4 DISABILITY RETIREMENT***

The retirement benefit to which a Participant who qualifies and applies for Disability Retirement will be entitled is the amount determined under the normal formula, based on such

Participant's Service to his Disability Retirement Date, without reduction for Early Retirement. The initial determination of Total and Permanent Disability by the Social Security Administration will be deemed to be final and conclusive.

### ***SECTION 3.5 COORDINATION OF BENEFITS***

#### **(a) Long Term Disability**

The Monthly Disability Retirement Benefit will be reduced by the amount of any benefits received under the Long Term Disability Insurance provided by the Authority.

#### **(b) Workers' Compensation Benefits**

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

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

If Workers' Compensation is not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly pension benefits first become payable, then an equivalent monthly amount of such award shall be computed, for purposes of this Section, at 4-1/3 times the amount of the weekly Workers' Com-



pensation benefit provided by the applicable statute for the Retired Participants and the Retired Participants' dependents. The total Workers' Compensation award shall be divided by such computed equivalent monthly amount to determine the number of months and fractions of months during which monthly retirement benefits shall be reduced or suspended altogether.

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

### ***SECTION 3.6 OPTIONAL MODES OF PAYMENT***

#### **(a) Joint Annuity Option**

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

#### **(b) Period Certain Option**

A Participant will have the option to convert the normal form of retirement (life only) into a retirement benefit payable as long as he lives, but guaranteed for a period of ten or fifteen years, according to his election, beginning on the date retirement payments

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

**(c) Single-Sum Option**

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

**(d) Social Security Leveling Option**

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

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

- (A) is the Participant's Early Retirement benefit, adjusted for the 100% joint annuity option, if applicable, and calculated as if this Social Security Level Income Option had not been elected; and
  - (B) is the Estimated Social Security Benefit as determined in accordance with Article I, Section 14, reduced to an Actuarially Equivalent amount based upon the number of months the commencement date of the Early Retirement benefit precedes the first day of the month following the date the Participant attains age 62.
- (ii) The reduced monthly benefit payable subsequent to attainment of age 62 shall be equal to the benefit calculated in (A) above minus the Estimated Social Security Benefit without the reduction for early commencement provided in (B) above.

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

### ***SECTION 3.7 DEATH PRIOR TO RETIREMENT***

- (a) Notwithstanding any other provisions of the Plan, no benefits are payable from the Plan in the event a Participant dies with less than twenty-five (25) years of Service as of the Anniversary Date of the calendar year of death, and such death is prior to the date on which his retirement benefit or deferred retirement benefit is to commence.
- (b) The death benefit payable to the spouse of a Participant with at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1 reduced to the Actuarial Equivalent of a 50% Joint Annuity Option (as described in Section 3.6(a)) with 120 monthly payments guaranteed. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue as long as such Participant's spouse

lives, but guaranteed for a period of 120 months beginning on the date the death benefit payments commence under the conditions set forth herein. If such spouse dies before expiration of the 120 month guaranteed period, such payments will continue to a designated beneficiary who must be a legal dependent of the Participant as of the date of death. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. If there is no such designated beneficiary, payments shall cease upon the death of the spouse.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

- (c) The death benefit payable to the legal dependent of a Participant who does not have a spouse but has at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue for the lesser of ten (10) years or until each such legal dependent attains age twenty-five (25). As each such legal dependent attains age twenty-five (25), the share shall be distributed equally to each of the other eligible legal dependents.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

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

- (d) Election of Option 3.6(a), or of 3.6(d) with the 100% annuity, will be null and void in the event the joint annuitant's death occurs after the election in Section 5.1 becomes

final, but before the date on which retirement benefits are to commence. A Participant subject to this provision may then elect, in addition to the normal form, either Option 3.6(b), 3.6(c), or 3.6(d) in the normal form. If a Participant subject to this provision fails to make a new election within a reasonable time after the death of the joint annuitant, he shall be deemed to have elected the normal form.

### ***SECTION 3.8 DEFERRED RETIREMENT BENEFITS***

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

### ***SECTION 3.9 MAXIMUM RETIREMENT BENEFITS***

#### **(a) Limits on Benefits**

The annual benefit payable to any Participant for any Limitation Year, shall not exceed the lesser of:

- (i) 100% of the Participant's average annual compensation for his highest 3 consecutive years, or
- (ii) \$90,000 (this figure is subject to adjustment by the Secretary of the Treasury or his delegate on January 1, 1988 and annually thereafter).

For purposes of this Section 3.9, benefits shall be tested by the amount of an actuarial equivalent straight-life annuity on the Participant's life. This actuarial adjustment will ignore benefits not directly related to retirement income, and will ignore joint and survivor features unless the benefit payable to the survivor exceeds the benefit payable during the joint life of the Participant and his spouse.

(b) Adjustment for Early Retirement

If the annual benefit payable to the Participant commences before age 62, the defined benefit dollar limitation pursuant to Subsection (a)(ii) shall be adjusted to the actuarial equivalent of an annual benefit of \$90,000 (as adjusted by the Secretary of the Treasury for years beginning after December 31, 1987) beginning at age sixty-two (62). The reduction under this paragraph shall not reduce the limitation of Section 3.9(a) below (i) seventy-five thousand dollars (\$75,000) if the benefit begins at or after age fifty-five (55), or (ii) if the benefit begins before age fifty-five (55), the equivalent of the seventy-five thousand dollar (\$75,000) limitation for age fifty-five (55).

(c) Adjustment for Benefits Commencing After Age 62

Any benefit payable to a Participant after he attains age 65 may not exceed the amount of an actuarial equivalent annual benefit of the amount in effect under Subsection (a)(ii) payable at age 65.

(d) Annual Benefits Not In Excess of \$10,000

The benefit limits contained in Subsections (a), (b), and (c) above shall not apply if the annual benefit payable to the Participant does not exceed \$10,000 and the Authority has not at any time maintained a defined contribution plan in which the Participant participated.

(e) Adjustment for Years of Participation

For any Participant with less than 10 years of participation, the limitations in Subsections (a), (b), (c) and (d) preceding shall be multiplied by the ratio of such Participant's years of participation to 10 years. In no event shall such ratio reduce the limits in Subsections (a), (b), (c) and (d) as determined without regard to this Subsection (e), below 1/10th of the limitation in effect.

(f) Definitions

- (i) Limitation Year for purposes of this Section 3.9, shall mean the Plan Year.
  - (ii) Compensation, for purposes of this Section 3.9, shall mean a Participant's wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Authority for the Limitation Year but excluding contributions made by the Authority, on behalf of such Participant, to a plan of deferred compensation and any other exclusion specified in accordance with Internal Revenue Code Regulation 1.415-2(d)(2).
  - (iii) Actuarial equivalent or actuarial equivalence, for purposes of this Section 3.9, shall mean a benefit of equivalent value when computed on the basis of the UP-1984 Mortality Table and an assumed rate of interest of 5%.
- (g) For purposes of this Section 3.9 and in the event the limits of this Section 3.9 are exceeded, the accrued benefit of a Participant may not be less than the accrued benefit of such Participant determined on December 31, 1986.
- (h) In the event that the limitations provided in this Section 3.9 become applicable to a Participant who is entitled to benefits under more than one defined benefit plan maintained by the Authority, the benefits under such other plan or plans shall be reduced so that the benefits provided under such other plan or plans and the benefit provided under this Plan do not, in the aggregate, exceed the limitations provided in this Section.
- (i) Cost of Living Increases - Anything to the contrary notwithstanding, any benefit limited under this Section 3.9 in a previous Plan Year may be increased with respect to future payments to the lesser of the adjusted dollar limitation amount or the amount of benefit which would have been payable under this Plan without regard to the provisions of this Section.



### **SECTION 3.10 REQUIRED DISTRIBUTIONS**

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

(a) Before Death.

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

(b) After Death.

In the situation where:

- (i) a Participant dies before his entire interest has been distributed to him, or
- (ii) distribution has been commenced in accordance with Section 3.10(a)(ii) to his surviving spouse and such surviving spouse dies before his entire interest has been distributed to such surviving spouse, his entire interest (or the remaining part of such interest if distribution thereof has commenced) will be distributed within 5 years after his death (or the death of his surviving spouse). The preceding sentence shall not apply if the distribution of the interest of the employee has commenced and such distribution is for a term certain.

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

### **SECTION 3.11 RETIREE INCREASES**

(a) Effective October 1, 1987

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

The amount of the increase in the monthly retirement benefit shall be as follows:

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

(b) Effective July 1, 1993

A former Participant who retired under the Plan prior to January 1, 1993 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received

commencing July 1, 1993 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:

- (i) a former Participant who retired before January 1, 1993 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1992, with any partial calendar year being counted as one year, multiplied by one percent (1%).
- (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).
- (iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).

**ARTICLE 4**  
**CONTRIBUTIONS**

**SECTION 4.1 PARTICIPANT'S CONTRIBUTIONS**

No contributions will be made by any Participant hereunder for any benefits to which he may become entitled.

**SECTION 4.2 AUTHORITY'S CONTRIBUTIONS**

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

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

**SECTION 4.3 IRREVOCABILITY**

Prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the Plan, the Authority shall have no right, title or interest in any money or investments held or acquired under the Plan by the Trustee, nor will any such money or invest-

ments at any time revert to the Authority or in any way, directly or indirectly, inure to its benefits; except:

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

**ARTICLE 5**  
**PAYMENT OF BENEFITS**

**SECTION 5.1 APPLICATION**

An option may be elected by a Participant (including a Participant entitled to a deferred pension pursuant to Section 6.2) not later than ninety (90) days before the first payment of the retirement benefit to him, by proper written application of the Participant to the Trustee. In the event that an option has been elected, a Participant may not rescind the election, nor may any change be made in the terms of the option or the effective date of the option unless such rescission or change is made at least ninety (90) days prior to the payment of the retirement benefit to him. At the time a Participant first elects any Option or elects or rejects any Option at any later date, satisfactory evidence of the spouse's date of birth may be required.

**SECTION 5.2 CASH OUTS**

Benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$3,500 will be paid out in a single sum. Effective May 9, 1991, benefits which have (or at the time of any prior distribution had) an Actuarial Equivalent single sum payment value of more than \$3,500, but equal to or less than \$10,000 and are immediately distributable, may be immediately cashed out with the written consent of the Participant.

**SECTION 5.3 DIRECT ROLLOVERS**

- (a) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions

- (i) *Eligible rollover distribution* - An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (ii) *Eligible retirement plan* - An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (iii) *Distributee* - A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse.
- (iv) *Direct rollover* - A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.



**ARTICLE 6**  
**VESTED BENEFITS**

**SECTION 6.1 PARTICIPANT'S RIGHTS ON TERMINATION OF EMPLOYMENT**

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

**SECTION 6.2 VESTED BENEFIT**

Upon such a termination for a reason other than death, or leave of absence, the terminated Participant will have a vested interest in the retirement benefit accrued to his date of termination which will be equal to the percentage shown in the following "Vesting Schedule", of the total benefit determined by the number of years of Service.

<i>Vesting Schedule</i>	
Full Years of Service	Vested Interest in Accrued Benefit
Less Than One	0%
One But Less Than Two	10
Two But Less Than Three	20
Three But Less Than Four	30
Four But Less Than Five	40
Five But Less Than Six	50
Six But Less Than Seven	60
Seven But Less Than Eight	70
Eight But Less Than Nine	80
Nine But Less Than Ten	90
Ten or More	100

### ***SECTION 6.3 DISPOSITION OF VESTED BENEFIT***

Except as otherwise provided in Section 5.2, a Participant's vested benefit will be payable upon proper application as specified in Section 5.1, as of his Normal Retirement date, or at an earlier time, in accordance with the provisions of Section 3.3.

### ***SECTION 6.4 DISPOSITION OF FORFEITURES***

If the vested benefit of the terminated Participant will be less than 100%, any forfeitures resulting from such partial vesting will be applied to reduce the contributions of the Authority for the Plan Year next following.

**ARTICLE 7**  
**LEAVE OF ABSENCE**

**SECTION 7.1 SICKNESS OR ACCIDENT**

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

**SECTION 7.2 MILITARY OR GOVERNMENT SERVICE**

If a Participant's active employment will be interrupted solely because of his entering the Armed Forces of the United States, such Participant will remain a Participant in all respects if he returns to active employment while he has reemployment rights pursuant to Federal law. Should such Participant fail to return to active employment within said time period, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Armed

Forces. If such Participant does return to active employment within the time specified, then the entire period of his absence with the Armed Forces will be considered as a full period of participation under this Plan. If a Participant's active employment will be interrupted solely because of his entering, during either a period of national emergency or by reason of any peacetime draft act, the Government of the United States, such Participant will remain a Participant in all respects for a period of time ending 180 days following his discharge from active service from said Government provided that he must not have voluntarily re-enlisted or consented to continue active Government service after the time when he would normally have been discharged from such active service. Should such Participant fail to return to active employment within said time period, and continue actively to be an Employee for one year or more following his return to employment, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Government. If such Participant does return to active employment within the time specified and remains actively an Employee for one year or more following his return, then the entire period of his absence with the Government will be considered as a full period of participation under this Plan.

### ***SECTION 7.3 LEAVE OF ABSENCE WITHOUT PAY***

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

## **ARTICLE 8**

### **PROVISIONS RELATING TO PENSION COMMITTEE**

#### **SECTION 8.1 MEMBERSHIP OF PENSION COMMITTEE**

The Board of Commissioners of the Authority will appoint a Pension Committee of six (6) members, consisting of the Chairman of the Board of Commissioners, two (2) Members At Large, the Director of the Authority, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee and the President of the Huron-Clinton Metropolitan Authority Rangers Union of the Police Officers Association of Michigan or his appointee. The two (2) Members At Large shall be members of the Board of Commissioners and shall be appointed for a six year term.

#### **SECTION 8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS**

The Committee will choose from its members a Chairman and a Secretary. The Secretary will keep minutes of the Committee's proceedings and will have custody of all records and documents pertaining to its operations. The Committee may employ and suitably compensate such attorneys, actuaries, accountants and clerical employees as it may deem necessary to the performance of its duties.

The action of the Committee will be determined by the vote or other affirmative expression of a majority of its members. At least four (4) members of the Committee, one of whom must be either the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee or the President of the Huron-Clinton Metropolitan Authority Rangers' Union of the Police Officers Association of Michigan or his appointee are required for a quorum. Either the Chairman or the Secretary may execute any certificate or other written direction on behalf of the Committee.

A Member of the Committee who is a Participant will not vote on any question relating specifically to himself; and in the event a majority of the remaining members of the Commit-

tee are unable to come to a determination of any such question, the same will be determined by arbitration.

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

The Authority will indemnify and save harmless each member of the Committee against any and all expenses and liabilities arising out of his acts or omissions to act as a member of the Committee (save only for his own willful misconduct) or arising out of the acts or omissions (including the willful misconduct) of any other member of the Committee.

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

### ***SECTION 8.3 POWERS AND DUTIES OF PENSION COMMITTEE***

The Committee, on behalf of the Participants and all other beneficiaries of the Plan, will enforce the Plan in accordance with the terms of this Trust Agreement, and will have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

- (a) Under advice of counsel, the discretionary authority to construe the terms of the Trust Agreement.
- (b) To determine all questions relating to the eligibility of Employees to become Participants.
- (c) To recommend the amount of contributions to be made by the Board of Commissioners.

- (d) To authorize all disbursements by the Trustee from the Trust Fund.
- (e) To instruct the Trustee as to the investment of the Trust Fund.
- (f) To make and publish to the Employees of the Authority such rules for the regulation of the Trust as are not inconsistent with the terms of this Agreement.
- (g) To determine the amount of benefits which will be payable to any person in accordance with the provisions of the Plan. Any denial by the Committee of the claim for benefits under the Plan by a Participant or beneficiary will be stated in writing by the Committee and delivered or mailed to the Participant or beneficiary; and such notice will set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the Committee will afford a reasonable opportunity to any Participant or beneficiary whose claim for benefits has been denied for a review of the decision denying the claim.
- (h) To delegate any of the above powers and duties to the Trustee and/or one Committee member.

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



**ARTICLE 9**  
**PROVISIONS RELATING TO TRUSTEE**

**SECTION 9.1 POWERS AND DUTIES OF TRUSTEE**

The Trustee accepts the trusts hereby created, but only upon the terms and conditions of this Agreement, including the following:

- (a) Whenever in the administration of the Trust, a certification is required to be given to the Trustee, or the Trustee will deem it necessary that a matter be proved prior to taking or omitting any action hereunder, such certification will be duly made, and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee, signed in the name of the Authority, under its corporate seal, by its Chairman or Vice Chairman and by its Secretary; or (unless the matter will concern the authority of the Committee) by the Chairman or Secretary of the Committee; but in its discretion the Trustee may, in lieu thereof, accept other evidence of the matter or may require such further evidence as to it may seem reasonable. Generally, the Trustee will be protected in acting upon any notice, resolution, order, certificate, opinion, telegram, letter or other document believed by the Trustee to be genuine and to have been signed by the proper party or parties.
- (b) All monies deposited with the Trustee under any provisions hereof will be deposited by the Trustee with the funding medium. As soon as practicable after the Effective Date and after each Anniversary Date thereafter, the Trustee will, upon direction of the Committee, deposit with the funding medium amounts contributed by the Authority pursuant to Section 4.2. The Trustee will be under no duty to invest or have invested any monies deposited with the funding medium.
- (c) The Trustee may consult with legal counsel (who may be counsel for the Authority) with respect to the construction of the Trust Agreement or its duties thereunder, or with respect to any legal proceedings or any question of law; and will be fully protected

with respect to any action taken or omitted by it in good faith pursuant to the advice of such counsel.

- (d) The Trustee will not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement, and will be entitled to withhold making payments or giving directions to the funding agent with respect to the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Committee. In the event that any dispute will arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute will have been determined by arbitration or by a court of competent jurisdiction or will have been settled by written stipulation of the parties concerned.
- (e) All reasonable expenses of the Trustee incurred in the administration of the Plan and Trust shall be paid from the Trust unless the Authority elects to pay such expenses directly. The Authority further agrees to indemnify the Trustee against any liabilities which it may incur in the performance of its duties hereunder.
- (f) The Trustee will keep full records of the administration of the Trust, which the Committee will have the right to examine at any time during the Trustee's regular business hours. Within ninety (90) days following the close of each Plan Year, the Trustee will furnish the Committee with a statement of its account; and the Committee will promptly notify the Trustee in writing of its approval or disapproval thereof. Failure by the Committee to disapprove within sixty (60) days after its receipt of any such statement will be considered an approval thereof. The approval by the Committee of any statement of account will be binding, as to all matters embraced in the statement, on all parties to this Agreement, and on all Participants and their designated beneficiaries, to the same extent as if the account of the Trustee had been settled and allowed in a proceeding for a judicial settlement of its accounts in any court of competent jurisdiction: Provided, however, that nothing herein contained will deprive the Trustee of its right to have its accounts settled by judicial proceedings, if it so desires. In any such

judicial proceeding, all of the necessary and proper parties thereto will be the Trustee, the Authority and the Committee.

- (g) The Trustee is hereby authorized to execute all necessary applications, receipts and releases to the investment medium, and will be under the duty, upon being advised by the Committee that any proceeds have become payable hereunder, to give reasonable assistance to the beneficiaries designated therein collecting such sums as may appear to be due: Provided, however, that the Trustee will not be required to institute suit or maintain any litigation to collect such proceeds unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its satisfaction against its counsel fees and all other expenses and liabilities to which it may in its judgment be subjected by such action on its part: Provided, further, that the Trustee will be entitled, out of the proceeds, to reimbursement for expenses incurred in connection with enforcing payment of such proceeds. The Trustee is authorized, with the written approval of the Committee, to compromise and adjust claims upon such terms as it may deem just, and the decision of the Trustee will be conclusive upon all persons interested in the Trust. The Trustee will have no responsibility for the form, genuineness, validity, sufficiency or effect of any asset at any time included in the Trust, or for any act of the Authority, the Committee, a Participant or any other person which may render any such asset void, or if for any reason whatsoever (save for its own willful misconduct or gross neglect) any proceeds will become uncollectible.
- (h) The Trustee agrees to use reasonable diligence to be aware of and to comply with the applicable provisions of the Internal Revenue Code and other applicable laws and regulations issued thereunder affecting the terms of this Plan.
- (i) The Trustee will use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder; it will not be liable for any mistake in judgment or other action made or taken in good faith, or for any loss, unless resulting from its own willful misconduct or gross neglect; and it will not be required to give any bond or other security for the faithful performance of its duties hereunder.

## **SECTION 9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE**

- (a) The Trustee may resign at any time upon delivering to the Chairman of the Board of Commissioners or Secretary of the Authority a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof.
- (b) Any Trustee appointed hereunder may be removed by the Authority by resolution of its Board of Commissioners and by delivery of a certified copy of such resolution to the Trustee, together with written notice of removal, to take effect at a date specified therein, which will not be less than thirty (30) days after delivery of such notice to the Trustee: Provided, that no removal of a Trustee will become effective until all sums due hereunder to the Trustee for its compensation and expenses will have been paid to it, nor until the appointment by the Authority of a Successor Trustee to which the Trustee may transfer and deliver the Trust estate.
- (c) In case of the death, resignation or removal of the Trustee, the Trustee will have the right to a settlement of its accounts, which may be made at the option of the Trustee either (1) by judicial settlement in a proceeding instituted by the Trustee in any court of competent jurisdiction, in which proceeding all of the necessary and proper parties will be the Trustee, the Authority and the Committee; or (2) by agreement of settlement between the Trustee, the Authority and the Committee.
- (d) Upon such settlement, and payment to the Trustee of its expenses and compensation, the Trustee will transfer to the Successor Trustee the Trust estate as it may then be constituted, and true copies of such of its records as relate to the Trust, and will execute all documents necessary for transferring the contracts and rights under them; and the Trustee will thereupon be discharged from further accountability for all matters embraced in its settlement.
- (e) The Authority will, upon its receipt or giving of notice of the death, resignation or removal of a previously appointed Trustee forthwith appoint, by resolution of its Board of Commissioners, a bank or trust company organized under the laws of the United

States or of a State thereof, or an officer of the Authority, as Successor Trustee. Any Successor Trustee so appointed may qualify as such by executing, acknowledging and delivering to the Authority, and to the resigning or removed Trustee, an instrument accepting such appointment; and thereupon such successor, without further act, will become vested with all of the estate, rights, powers, discretion and duties of its predecessor Trustee with like effect as if originally named as Trustee herein.

**ARTICLE 10**  
**GENERAL PROVISIONS**

***SECTION 10.1 NON-ALIENATION OF BENEFITS***

The benefits hereunder are intended for the protection of the Participants and their beneficiaries. No part of or interest in the Plan will be transferable or assignable in any manner, either by voluntary or involuntary act of such Participant or beneficiary or by operation of law, nor will the same be liable for or be taken for any debt, liability, contract, or any other obligation of any such Participant or beneficiary. This Section 10.1 will not apply to a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code.

***SECTION 10.2 RIGHTS TO EMPLOYMENT***

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

**ARTICLE 11**  
**RIGHT TO AMEND OR DISCONTINUE PLAN**

**SECTION 11.1 DISCONTINUANCE OF PLAN**

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

**SECTION 11.2 AMENDMENT OF PLAN**

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

- (a) That no amendment will increase the duties or liabilities of the Trustee or the Committee without their respective written consents;
- (b) That no amendment will have any retroactive effect so as to deprive any Participant or beneficiary of any benefit already accrued, save only that no amendment made in conformance to mandatory provisions of the Federal Internal Revenue Code or any other statute relating to employees' trusts, or any official regulations or rulings issued pursuant thereto, will be considered prejudicial to the rights of any Participant or beneficiary.



**ARTICLE 12**  
**PROVISIONS ON DISCONTINUANCE OF PLAN**

**SECTION 12.1 TERMINATION**

This Plan and Trust will terminate upon the happening of any of the following events:

- (a) Dissolution of the Authority.
- (b) Discontinuance of the Plan by the Authority, upon notice delivered to the Trustee, executed by the Authority as prescribed in Section 9.1(a) and Article 11.

Upon termination or partial termination of the Plan all accrued benefits to the extent funded as of the date of termination shall become irrevocable and fully vested in the Participants, Retired Participants, Vested active or terminated Participants, joint annuitants or beneficiaries, as the case may be, and the distribution of assets of the Fund shall then be made in accordance with this Article 12.

**SECTION 12.2 ALLOCATION OF ASSETS**

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

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

- (b) To provide pension benefits under the terms of the Plan for Employees age sixty-five (65) or over on the date of discontinuance, without reference to the age of such Employees.
- (c) To provide pension benefits under the terms of the Plan for Employees age sixty (60) or over but less than age sixty-five (65) on the date of discontinuance.
- (d) To provide pension benefits under the terms of the Plan for Employees below the age of sixty (60) on the date of discontinuance.
- (e) Any assets remaining after the above allocations may revert to the Authority or be otherwise allocated among selected groups.

For purposes of the allocation set forth in this Article 12, former Employees who are entitled, upon proper application, to a Vested Pension Benefit as provided in Section 6.2, will be included in the allocation in their appropriate categories. The Authority will make a reasonable effort to locate any such former Employees, but if any such former Employees have not been located within a reasonable period of time from the date the Plan is discontinued, their rights to any benefits under the Plan will be forfeited.

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

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

***SECTION 12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF PLAN***

In the event of termination of the Plan, the benefit of any highly compensated Participant, as defined in Internal Revenue Code Section 414(q), is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Internal Revenue Code. Benefits distributed to any of the 25 most highly compensated active and former highly compensated Participants are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

The preceding paragraph shall not apply if:

- (a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Internal Revenue Code Section 412(l)(7), or
- (b) the value of the benefits for a Participant described above is less than 1% of the value of current liabilities.

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

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

**ARTICLE 14**  
**BENEFITS FOR SEASONAL EMPLOYEES**

**SECTION 14.1 COVERAGE OF SEASONAL EMPLOYEES**

Effective July 1, 1991, Seasonal Employees, as defined below, will be covered under the Plan. The provisions, terms and conditions of such coverage will be as set forth in the preceding Articles of this Plan, unless specifically modified under this Article 14.

**SECTION 14.2 DEFINITIONS FOR SEASONAL EMPLOYEES**

- (a) **COMPENSATION RATE** means a Seasonal Employee's basic rate of hourly pay on his most recent date of hire multiplied by 173.33.
- (b) **FINAL AVERAGE EARNINGS** means Compensation Rate.
- (c) **SEASONAL EMPLOYEE** means any employee who is regularly scheduled to work 600 or less hours and who works 600 or less hours in a calendar year.
- (d) **SERVICE**, except as may be adjusted by Section 2.4(b), means the most recent continuous seasonal employment by the Authority as shown by the records of the Authority and as defined in Section 14.4 below.

**SECTION 14.3 ELIGIBILITY REQUIREMENT**

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

#### ***SECTION 14.4 SERVICE***

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

#### ***SECTION 14.5 NORMAL FORM - LIFE ONLY***

The normal form of benefit for a Seasonal Employee is a monthly life only annuity.

#### ***SECTION 14.6 VESTING SCHEDULE***

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

#### ***SECTION 14.7 BENEFIT FORMULA***

The monthly retirement benefit on the normal form to which each Participant who is a Seasonal Employee may become entitled under the Plan will be determined in accordance with the following formula:

$$.1250\% \times \text{Final Average Earnings} \times \text{Service}$$

#### ***SECTION 14.8 DISABILITY RETIREMENT***

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

EMPLOYEE'S RETIREMENT PLAN AND TRUST AGREEMENT

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this 6th day of October, 1994.

HURON-CLINTON METROPOLITAN AUTHORITY

ATTEST:

Michael D. Magee

BY:

James Young

ITS: James Young, Chairman

ATTEST:

Donald G. Beem

BY:

Donald G. Beem

ITS: Donald G. Beem, Secretary

ATTEST:

Cathleen Bondet

BY:

David L. Wahl

ITS: \_\_\_\_\_

David L. Wahl, Trustee





b. 1997 Restatement (and Amendments 1 through 5 thereto)

***HURON-CLINTON  
METROPOLITAN AUTHORITY***

***EMPLOYEES' RETIREMENT PLAN  
AND TRUST AGREEMENT***

**AS AMENDED AND RESTATED  
EFFECTIVE JANUARY 1, 1997**

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**EMPLOYEES' RETIREMENT PLAN**

**THIS AGREEMENT**, made October 10, 1996 effective as of the 1st day of January, 1997, by and between the HURON-CLINTON METROPOLITAN AUTHORITY (the "Authority"), a public corporation organized and existing under the laws of the State of Michigan, and DAVID L. WAHL, Controller of said Huron-Clinton Metropolitan Authority, as Trustee of the Huron-Clinton Metropolitan Authority Employees' Retirement Plan (the "Trustee"), as follows:

**WHEREAS**, effective October 1, 1952, the Authority entered into a certain Pension Trust Agreement by which was created the Huron-Clinton Metropolitan Authority Employees' Retirement and Insurance Plan.

**WHEREAS**, the Authority reserved the right to amend the Agreement as it may deem advisable as provided under Article XIII, Section 2 of the Agreement as restated effective October 1, 1974 and under conditions prescribed therein and as subsequently amended by the Nineteenth (Restatement), Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third, Twenty-Fourth and Twenty-Fifth (Restatement) Amendments thereto,

**WHEREAS**, the Authority has decided to amend the Restated Pension Trust Agreement in the manner and to the extent hereinafter set forth and the Trustee is agreeable to such amendment.

**THIS AGREEMENT**, as to amendment and restatement of the Restated Pension Trust Agreement and the Nineteenth (Restatement) and Twentieth, Twenty-First (Restatement), Twenty-Second, Twenty-Third, Twenty-Fourth and Twenty-Fifth (Restatement) Amendments to the Pension Trust Agreement will not affect such prior Pension Trust Agreement provisions except as specifically stated herein.

**THIS AGREEMENT**, does not affect the rights and benefits of any former Employee who retired, died or otherwise terminated employment with the Authority prior to January 1, 1997, unless specifically stated herein.

**TWENTY-SIXTH AMENDMENT - RESTATEMENT**

**PENSION TRUST AGREEMENT**

**WITNESSETH:**

**PREAMBLE**

This Trust formerly known as the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT AND INSURANCE PLAN was, as of October 1, 1983, known as the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT PLAN. Its purpose is to provide pension benefits for the exclusive benefit of those employees of Huron-Clinton Metropolitan Authority who qualify as participants under the terms of this Agreement, and their beneficiaries.

This Trust has been duly authorized by a resolution of the Board of Commissioners of the Huron-Clinton Metropolitan Authority dated the 9th day of October, 1952.

**HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN**

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**ARTICLE 1**  
**DEFINITIONS**

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

1. **ACTUARIAL EQUIVALENT** means for all options specified in the Plan, the Unisex Pension-1984 Table will be used based on an interest rate of 7½% unless stated otherwise. In the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on the Pension Benefit Guaranty Corporation interest rate for Normal Retirement Benefits published approximately thirty (30) days prior to the payment of the benefit. Effective for the Park Superintendent/Department Head and Police Officers Association of Michigan Park Rangers Units as of February 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Supervisory and Professional Units as of March 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Non-Supervisory Units as of July 14, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Seasonal Employees as of January 1, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%.
2. **ANNIVERSARY DATE** means October 1, 1952 and any subsequent October 1.
3. **ANNUITANT** means any Participant retired and receiving retirement income benefits under the Plan.
4. **AUTHORITY** means Huron-Clinton Metropolitan Authority, a public corporation organized and existing under the laws of the State of Michigan.

5. **BENEFICIARY** means any person or persons designated by a Participant to receive any benefits which may be payable under the Plan upon or after the Participant's death.
6. **BOARD OF COMMISSIONERS** means the Board of Commissioners of the Authority, as constituted from time to time.
7. **COMMITTEE** means the Committee which will direct the general administration of the Plan in accordance with the provisions hereof.
8. **COMPENSATION RATE** means an Employee's regular or basic rate of pay (hourly, daily, weekly, monthly or annual, including any amounts deferred in accordance with the Huron-Clinton Metropolitan Authority Deferred Compensation Plan) on the August 1 next preceding the Effective Date and on the August 1 next preceding each Anniversary Date thereafter and will be exclusive of bonuses, overtime pay or other extra compensation of any kind.

For years beginning after December 31, 1988, the annual compensation of each Participant taken into account under the Plan shall not exceed two hundred thousand dollars (\$200,000). This limitation shall be adjusted by the Secretary at the time and in the same manner as under Section 415(d) of the Internal Revenue Code, except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year and the first adjustment to the two hundred thousand dollar (\$200,000) limitation is effected on January 1, 1990.

In addition to other application limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1996, the annual compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination



period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1996, any reference in this Plan to the limitation under Section 401(a)(17) of the Internal Revenue Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

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

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

- (a) the Participant's accrued benefit determination with respect to the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's total years of service taken into account under the Plan for the purposes of benefits accruals, or
- (b) the sum of:
  - (i) the Participant's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1996, frozen in accordance with Section 1.401(a)(4)-13 of the regulations, and

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

A Section 401(a)(17) Participant means a Participant whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1996, is based on compensation for a year beginning on or after January 1, 1996, that exceeded \$150,000.

- 9. **DISABILITY RETIREMENT DATE** means the first day of the month next following the date such Participant is approved for disability benefits as determined by the Social Security Administration.
- 10. **EARLY RETIREMENT DATE** means the first day of the month next following the date such Participant terminates employment with the Authority subsequent to his fifty-fifth (55th) birthday (but prior to his Normal Retirement Date) and after having completed ten (10) or more years of Service.
- 11. **EFFECTIVE DATE** means October 1, 1952.
- 12. **ELIGIBILITY DATE** means the Anniversary Date on which the Employee first becomes eligible to become a Participant under the Plan.
- 13. **EMPLOYEE** means any person employed and classified by the Authority on a full-time basis. Full-time employees are those regularly scheduled to work 40 hours in any one week. Part-time, retired employees, persons employed on a retainer or fee basis, and persons on the Board of Commissioners who are not regular full-time employees will not be included within the meaning of "Employee".

14. **ESTIMATED SOCIAL SECURITY BENEFIT** means an estimate of the annual Primary Social Security Benefit to which an Employee would be entitled as of attainment of age sixty-two (62) based on the assumptions that:
- (a) The Employee has been continuously covered under the Social Security Act since the later of 1951 or the Employee's twenty-first (21st) birthday.
  - (b) The Employee's compensation for the calendar year preceding his date of termination of employment was equal to his annualized Compensation Rate for such year.
  - (c) For each calendar year prior to each year in (b), such compensation shall be assumed to have changed in proportion to the national average wage determined by the Social Security Administration for a particular year. An estimate of such wage shall be made only for years for which a national average wage has not been determined.
  - (d) The Employee shall be deemed to have received no remuneration for Social Security purposes subsequent to the December 31 coincident with or immediately preceding the date of termination of employment.

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

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

16. **MONTHLY COMPENSATION** will be determined as follows:
- (a) For each Employee paid on an hourly basis, 173.333 multiplied by his hourly Compensation Rate.
  - (b) For each Employee paid on a bi-weekly basis, 2.167 multiplied by his bi-weekly Compensation Rate.
  - (c) For each Employee paid on an annual basis, .083 multiplied by his annual Compensation Rate.
17. **NORMAL RETIREMENT DATE** means the first day of the month coincident with or next following his 65th birthday.
18. **PARTICIPANT** means an Employee who has joined the Plan as provided in Article 2 or, if applicable, Article 14 hereof.
19. **PLAN YEAR** means the twelve-month period from October 1 to the next following September 30.
20. **PLAN** means the Retirement Plan set forth in this instrument, as amended from time to time.
21. **SERVICE** means any period of full-time employment by the Authority as an Employee as shown by the records of the Authority and as defined in Article 2 or, if applicable, Service as defined in Article 14.
22. **SOCIAL SECURITY RETIREMENT AGE** means the age used as the retirement age for an Employee under Section 216(l) of the Social Security Act.

23. **TOTALLY AND PERMANENTLY DISABLED** means a Participant who applies and qualifies for disability benefits as determined by the Social Security Administration.
24. **TRUSTEE** means the Trustee named herein, and any duly appointed Successor Trustee.

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

- \* It is noted that certain technical terminology is used throughout this document to comply with various regulatory requirements in order to maintain the Plan's tax qualified status. As specified in Section 8.3, the Pension Committee will construe the terms of this document.

**ARTICLE 2**  
**PARTICIPATION**

**SECTION 2.1 ELIGIBILITY REQUIREMENTS**

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

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

The Anniversary Date on which an Employee becomes eligible to participate under the Plan is hereinafter referred to as the Employees' "Eligibility Date".

**SECTION 2.2 SERVICE**

- (a) Except as may be adjusted by reason of Section 2.4, Service Commencement Date is the most recent full-time employment date by the Authority.
- (b) Service Termination Date is the date on which continuous service with the Authority is broken by reason of termination, death, loss of re-employment rights following a military leave of absence or the date on which an Employee retires.
- (c) Service is the amount of full-time employment, computed to the nearest month with paid employment for at least one hour in a month equalling one month, between the Service Commencement Date and the Service Termination Date.

**SECTION 2.3 BREAK IN SERVICE**

If in the twelve (12) month period immediately following his Service Termination Date, such Employee is not re-employed by the Authority, a "Break in Service" (effective as of such

person's Service Termination Date) will occur. If such person is re-employed within the twelve (12) month period immediately following his Service Termination Date, he will not incur a "Break in Service"; however, in no event will Service be recognized with respect to the period during which he was so unemployed.

#### ***SECTION 2.4 REINSTATEMENT OF SERVICE***

The reinstatement of service in the event of re-employment on a date that is at least twelve (12) months after the Service Termination Date will be determined as follows:

- (a) As to a Participant Who Was Previously Ineligible for Termination Benefits Under Article 6:
  - (i) If such a person is rehired by the Authority after a Break in Service, and the time elapsing between the effective date of the Break in Service and his re-employment date does not exceed the amount of Service he had at the time the Break in Service occurred, his Service Commencement Date will be his date of re-employment, back-dated by the amount of Service he had at the time the Break in Service occurred.
  - (ii) If such a person is rehired by the Authority after a Break in Service, and the time elapsing between the effective date of the Break in Service and his re-employment date exceeds the amount of Service he had at the time the Break in Service occurred, he will not be eligible for reinstatement of any prior service for any purpose of this Plan and will be treated in all respects as if he had been first employed by the Authority on the date he was re-employed as a full-time Employee.
- (b) As to a Participant Who Was Previously Eligible for Termination Benefits under Article 6 or Article 14 or Retirement Benefits under Article 3 and Not Receiving Monthly Benefits:

If such person is re-employed by the Authority his Service Commencement Date will be his date of re-employment, back-dated by the amount of Service he had at the time the Break in Service occurred. If such person has received a single-sum benefit under the Plan as of his prior termination date, he may elect to repay to the Plan the amount of the benefit he received plus 5% interest thereon compounded annually from the date of payment to the date of repayment; otherwise, any benefit he may subsequently receive from this Plan will be reduced by the Actuarial Equivalent of the amount of the single sum benefit he received and retained.

(c) As to a Participant Receiving Monthly Benefits on Date of Such Re-Employment:

If such a person is re-employed by the Authority as a full-time Employee, his benefits will cease during such period of re-employment and his Service Commencement Date will be adjusted in accordance with the provisions of Section 2.4(b). Upon the later of termination, retirement or death of such person, any benefit he may then receive from this Plan will be reduced by the Actuarial Equivalent of the total of the benefits he previously received from the Plan. If such person is re-employed by the Authority as a part-time Employee, there will be no suspension of benefits nor credit for any additional benefits under the Plan.



## **ARTICLE 3**

### **BENEFITS**

#### **SECTION 3.1 NORMAL FORM - LIFE ONLY**

The normal form of benefit at retirement will be a monthly life annuity payable to the Participant commencing on his Normal Retirement Date or any other retirement date, and terminating with the last payment preceding his death. A Participant may elect, in lieu of the normal retirement benefit, any optional mode of payment as specified in Section 3.6.

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

2.0% of Final Average Earnings for each year of Service or fraction thereof at retirement.

Benefits computed under the foregoing formula will be subject to a minimum of \$294.12 per month on the normal form, but if the Participant will have completed less than 25 years of Service at retirement, such benefit will be subject to a reduction of 1/25 for each year of Service, or fraction thereof, less than 25 at retirement.

#### **SECTION 3.2 CREDITED DEFERRED RETIREMENT**

The retirement benefit to which a Participant who elects to remain an Employee of the Authority after Normal Retirement Date will be entitled to is the amount determined under the foregoing formula with Service and Final Average Earnings to such actual retirement.

#### **SECTION 3.3 EARLY RETIREMENT**

The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such

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

### ***SECTION 3.4 DISABILITY RETIREMENT***

The retirement benefit to which a Participant who qualifies and applies for Disability Retirement will be entitled is the amount determined under the normal formula, based on such

Participant's Service to his Disability Retirement Date, without reduction for Early Retirement. The initial determination of Total and Permanent Disability by the Social Security Administration will be deemed to be final and conclusive.

### ***SECTION 3.5 COORDINATION OF BENEFITS***

#### **(a) Long Term Disability**

The Monthly Disability Retirement Benefit will be reduced by the amount of any benefits received under the Long Term Disability Insurance provided by the Authority.

#### **(b) Workers' Compensation Benefits**

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

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

If Workers' Compensation is not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly pension benefits first become payable, then an equivalent monthly amount of such award shall be computed, for purposes of this Section, at 4-1/3 times the amount of the weekly Workers' Com-

compensation benefit provided by the applicable statute for the Retired Participants and the Retired Participants' dependents. The total Workers' Compensation award shall be divided by such computed equivalent monthly amount to determine the number of months and fractions of months during which monthly retirement benefits shall be reduced or suspended altogether.

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

### ***SECTION 3.6 OPTIONAL MODES OF PAYMENT***

#### **(a) Joint Annuity Option**

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

#### **(b) Period Certain Option**

A Participant will have the option to convert the normal form of retirement (life only) into a retirement benefit payable as long as he lives, but guaranteed for a period of ten or fifteen years, according to his election, beginning on the date retirement payments

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

**(c) Single-Sum Option**

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

**(d) Social Security Leveling Option**

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

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

- (A) is the Participant's Early Retirement benefit, adjusted for the 100% joint annuity option, if applicable, and calculated as if this Social Security Level Income Option had not been elected; and
  - (B) is the Estimated Social Security Benefit as determined in accordance with Article I, Section 14, reduced to an Actuarially Equivalent amount based upon the number of months the commencement date of the Early Retirement benefit precedes the first day of the month following the date the Participant attains age 62.
- (ii) The reduced monthly benefit payable subsequent to attainment of age 62 shall be equal to the benefit calculated in (A) above minus the Estimated Social Security Benefit without the reduction for early commencement provided in (B) above.

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

### ***SECTION 3.7 DEATH PRIOR TO RETIREMENT***

- (a) Notwithstanding any other provisions of the Plan, no benefits are payable from the Plan in the event a Participant dies with less than twenty-five (25) years of Service as of the Anniversary Date of the calendar year of death, and such death is prior to the date on which his retirement benefit or deferred retirement benefit is to commence.
- (b) The death benefit payable to the spouse of a Participant with at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1 reduced to the Actuarial Equivalent of a 50% Joint Annuity Option (as described in Section 3.6(a)) with 120 monthly payments guaranteed. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue as long as such Participant's spouse

lives, but guaranteed for a period of 120 months beginning on the date the death benefit payments commence under the conditions set forth herein. If such spouse dies before expiration of the 120 month guaranteed period, such payments will continue to a designated beneficiary who must be a legal dependent of the Participant as of the date of death. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. If there is no such designated beneficiary, payments shall cease upon the death of the spouse.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

- (c) The death benefit payable to the legal dependent of a Participant who does not have a spouse but has at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue for the lesser of ten (10) years or until each such legal dependent attains age twenty-five (25). As each such legal dependent attains age twenty-five (25), the share shall be distributed equally to each of the other eligible legal dependents.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

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

- (d) Election of Option 3.6(a), or of 3.6(d) with the 100% annuity, will be null and void in the event the joint annuitant's death occurs after the election in Section 5.1 becomes

final, but before the date on which retirement benefits are to commence. A Participant subject to this provision may then elect, in addition to the normal form, either Option 3.6(b), 3.6(c), or 3.6(d) in the normal form. If a Participant subject to this provision fails to make a new election within a reasonable time after the death of the joint annuitant, he shall be deemed to have elected the normal form.

### ***SECTION 3.8 DEFERRED RETIREMENT BENEFITS***

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

### ***SECTION 3.9 MAXIMUM RETIREMENT BENEFITS***

#### **(a) Limits on Benefits**

The annual benefit payable to any Participant for any Limitation Year, shall not exceed \$90,000 (this figure is subject to adjustment by the Secretary of the Treasury or his delegate on January 1, 1988 and annually thereafter).

For purposes of this Section 3.9, benefits shall be tested by the amount of an actuarial equivalent straight-life annuity on the Participant's life. This actuarial adjustment will ignore benefits not directly related to retirement income, and will ignore joint and survivor features unless the benefit payable to the survivor exceeds the benefit payable during the joint life of the Participant and his spouse.

#### **(b) Adjustment for Early Retirement**

If the annual benefit payable to the Participant commences before age 62, the defined benefit dollar limitation shall be adjusted to the actuarial equivalent of an annual benefit



of \$90,000 (as adjusted by the Secretary of the Treasury for years beginning after December 31, 1987) beginning at age sixty-two (62). The reduction under this paragraph shall not reduce the limitation of Section 3.9(a) below (i) seventy-five thousand dollars (\$75,000) if the benefit begins at or after age fifty-five (55), or (ii) if the benefit begins before age fifty-five (55), the equivalent of the seventy-five thousand dollar (\$75,000) limitation for age fifty-five (55).

(c) Adjustment for Benefits Commencing After Age 62

Any benefit payable to a Participant after he attains age 65 may not exceed the amount of an actuarial equivalent annual benefit of the amount in effect under Subsection (a) payable at age 65.

(d) Annual Benefits Not In Excess of \$10,000

The benefit limits contained in Subsections (a), (b), and (c) above shall not apply if the annual benefit payable to the Participant does not exceed \$10,000 and the Authority has not at any time maintained a defined contribution plan in which the Participant participated.

(e) Adjustment for Years of Participation

For any Participant with less than 10 years of participation, the limitations in Subsections (a), (b), (c) and (d) preceding shall be multiplied by the ratio of such Participant's years of participation to 10 years. In no event shall such ratio reduce the limits in Subsections (a), (b), (c) and (d) as determined without regard to this Subsection (e), below 1/10th of the limitation in effect. Such adjustment shall not be made for Disability Retirement benefits payable under Section 3.4 or benefits payable due to the death of a Participant.

(f) Definitions

- (i) Limitation Year for purposes of this Section 3.9, shall mean the Plan Year.
  - (ii) Compensation, for purposes of this Section 3.9, shall mean a Participant's wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Authority for the Limitation Year but excluding contributions made by the Authority, on behalf of such Participant, to a plan of deferred compensation and any other exclusion specified in accordance with Internal Revenue Code Regulation 1.415-2(d)(2).
  - (iii) Actuarial equivalent or actuarial equivalence, for purposes of this Section 3.9, shall mean a benefit of equivalent value when computed on the basis of a fixed blend of 50% of the male mortality rates and 50% of the female mortality rates from the 83GAM and an assumed rate of interest of 5%.
- (g) For purposes of this Section 3.9 and in the event the limits of this Section 3.9 are exceeded, the accrued benefit of a Participant may not be less than the accrued benefit of such Participant determined on December 31, 1986.
- (h) In the event that the limitations provided in this Section 3.9 become applicable to a Participant who is entitled to benefits under more than one defined benefit plan maintained by the Authority, the benefits under such other plan or plans shall be reduced so that the benefits provided under such other plan or plans and the benefit provided under this Plan do not, in the aggregate, exceed the limitations provided in this Section.
- (i) Cost of Living Increases - Anything to the contrary notwithstanding, any benefit limited under this Section 3.9 in a previous Plan Year may be increased with respect to future payments to the lesser of the adjusted dollar limitation amount or the amount of benefit

which would have been payable under this Plan without regard to the provisions of this Section.

### ***SECTION 3.10 REQUIRED DISTRIBUTIONS***

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

(a) **Before Death.**

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

(b) **After Death.**

In the situation where:

- (i) a Participant dies before his entire interest has been distributed to him, or
- (ii) distribution has been commenced in accordance with Section 3.10(a)(ii) to his surviving spouse and such surviving spouse dies before his entire interest has been distributed to such surviving spouse, his entire interest (or the remaining part of such interest if distribution thereof has commenced) will be distributed within 5 years after his death (or the death of his surviving spouse). The preceding sentence shall not apply if the distribution of the interest of the employee has commenced and such distribution is for a term certain.

All distributions required under this Section 3.10 shall be determined and made in accordance with the Proposed Regulations under Section 401(a)(9) of the Internal

Revenue Code, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Regulations.

### **SECTION 3.11 RETIREE INCREASES**

(a) Effective October 1, 1987

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

The amount of the increase in the monthly retirement benefit shall be as follows:

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

(b) Effective July 1, 1993

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

- (i) a former Participant who retired before January 1, 1993 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1992, with any partial calendar year being counted as one year, multiplied by one percent (1%).
- (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1 ¼ %).
- (iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½ %).

**ARTICLE 4**  
**CONTRIBUTIONS**

**SECTION 4.1 PARTICIPANT'S CONTRIBUTIONS**

No contributions will be made by any Participant hereunder for any benefits to which he may become entitled.

**SECTION 4.2 AUTHORITY'S CONTRIBUTIONS**

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

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

**SECTION 4.3 IRREVOCABILITY**

Prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the Plan, the Authority shall have no right, title or interest in any money or investments held or acquired under the Plan by the Trustee, nor will any such money or invest-

ments at any time revert to the Authority or in any way, directly or indirectly, inure to its benefits; except:

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

**ARTICLE 5**  
**PAYMENT OF BENEFITS**

**SECTION 5.1 APPLICATION**

An option may be elected by a Participant (including a Participant entitled to a deferred pension pursuant to Section 6.2) not later than ninety (90) days before the first payment of the retirement benefit to him, by proper written application of the Participant to the Trustee. In the event that an option has been elected, a Participant may not rescind the election, nor may any change be made in the terms of the option or the effective date of the option unless such rescission or change is made at least ninety (90) days prior to the payment of the retirement benefit to him. At the time a Participant first elects any Option or elects or rejects any Option at any later date, satisfactory evidence of the spouse's date of birth may be required.

**SECTION 5.2 CASH OUTS**

Benefit payments amounting to less than \$25.00 a month and having an Actuarial Equivalent single sum payment value equal to or less than \$3,500 will be paid out in a single sum. Effective May 9, 1991, benefits which have (or at the time of any prior distribution had) an Actuarial Equivalent single sum payment value of more than \$3,500, but equal to or less than \$10,000 and are immediately distributable, may be immediately cashed out with the written consent of the Participant.

**SECTION 5.3 DIRECT ROLLOVERS**

- (a) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.



(b) Definitions

- (i) *Eligible rollover distribution* - An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (ii) *Eligible retirement plan* - An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (iii) *Distributee* - A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse.
- (iv) *Direct rollover* - A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**ARTICLE 6**  
**VESTED BENEFITS**

**SECTION 6.1 PARTICIPANT'S RIGHTS ON TERMINATION OF EMPLOYMENT**

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

**SECTION 6.2 VESTED BENEFIT**

Upon such a termination for a reason other than death, or leave of absence, the terminated Participant will have a vested interest in the retirement benefit accrued to his date of termination which will be equal to the percentage shown in the following "Vesting Schedule", of the total benefit determined by the number of years of Service.

<i>Vesting Schedule</i>	
<b>Full Years of Service</b>	<b>Vested Interest in Accrued Benefit</b>
Less Than One	0%
One But Less Than Two	10
Two But Less Than Three	20
Three But Less Than Four	30
Four But Less Than Five	40
Five But Less Than Six	50
Six But Less Than Seven	60
Seven But Less Than Eight	70
Eight But Less Than Nine	80
Nine But Less Than Ten	90
Ten or More	100

### ***SECTION 6.3 DISPOSITION OF VESTED BENEFIT***

Except as otherwise provided in Section 5.2, a Participant's vested benefit will be payable upon proper application as specified in Section 5.1, as of his Normal Retirement date, or at an earlier time, in accordance with the provisions of Section 3.3.

### ***SECTION 6.4 DISPOSITION OF FORFEITURES***

If the vested benefit of the terminated Participant will be less than 100%, any forfeitures resulting from such partial vesting will be applied to reduce the contributions of the Authority for the Plan Year next following.

**ARTICLE 7**  
**LEAVE OF ABSENCE**

**SECTION 7.1 SICKNESS OR ACCIDENT**

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

**SECTION 7.2 MILITARY OR GOVERNMENT SERVICE**

If a Participant's active employment will be interrupted solely because of his entering the Armed Forces of the United States, such Participant will remain a Participant in all respects if he returns to active employment while he has reemployment rights pursuant to Federal law. Should such Participant fail to return to active employment within said time period, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Armed Forces. If such Participant does return to active employment within the time specified, then

the entire period of his absence with the Armed Forces will be considered as a full period of participation under this Plan. If a Participant's active employment will be interrupted solely because of his entering, during either a period of national emergency or by reason of any peacetime draft act, the Government of the United States, such Participant will remain a Participant in all respects for a period of time ending 180 days following his discharge from active service from said Government provided that he must not have voluntarily re-enlisted or consented to continue active Government service after the time when he would normally have been discharged from such active service. Should such Participant fail to return to active employment within said time period, and continue actively to be an Employee for one year or more following his return to employment, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Government. If such Participant does return to active employment within the time specified and remains actively an Employee for one year or more following his return, then the entire period of his absence with the Government will be considered as a full period of participation under this Plan.

### ***SECTION 7.3 LEAVE OF ABSENCE WITHOUT PAY***

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

## **ARTICLE 8**

### **PROVISIONS RELATING TO PENSION COMMITTEE**

#### **SECTION 8.1 MEMBERSHIP OF PENSION COMMITTEE**

The Board of Commissioners of the Authority will appoint a Pension Committee of six (6) members, consisting of the Chairman of the Board of Commissioners, two (2) Members At Large, the Director of the Authority, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee and the President of the Huron-Clinton Metropolitan Authority Rangers Union of the Police Officers Association of Michigan or his appointee. The two (2) Members At Large shall be members of the Board of Commissioners and shall be appointed for a six year term.

#### **SECTION 8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS**

The Committee will choose from its members a Chairman and a Secretary. The Secretary will keep minutes of the Committee's proceedings and will have custody of all records and documents pertaining to its operations. The Committee may employ and suitably compensate such attorneys, actuaries, accountants and clerical employees as it may deem necessary to the performance of its duties.

The action of the Committee will be determined by the vote or other affirmative expression of a majority of its members. At least four (4) members of the Committee, one of whom must be either the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee or the President of the Huron-Clinton Metropolitan Authority Rangers' Union of the Police Officers Association of Michigan or his appointee are required for a quorum. Either the Chairman or the Secretary may execute any certificate or other written direction on behalf of the Committee.

A Member of the Committee who is a Participant will not vote on any question relating specifically to himself; and in the event a majority of the remaining members of the Commit-

tee are unable to come to a determination of any such question, the same will be determined by arbitration.

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

The Authority will indemnify and save harmless each member of the Committee against any and all expenses and liabilities arising out of his acts or omissions to act as a member of the Committee (save only for his own willful misconduct) or arising out of the acts or omissions (including the willful misconduct) of any other member of the Committee.

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

### ***SECTION 8.3 POWERS AND DUTIES OF PENSION COMMITTEE***

The Committee, on behalf of the Participants and all other beneficiaries of the Plan, will enforce the Plan in accordance with the terms of this Trust Agreement, and will have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

- (a) Under advice of counsel, the discretionary authority to construe the terms of the Trust Agreement.
- (b) To determine all questions relating to the eligibility of Employees to become Participants.
- (c) To recommend the amount of contributions to be made by the Board of Commissioners.

- (d) To authorize all disbursements by the Trustee from the Trust Fund.
- (e) To instruct the Trustee as to the investment of the Trust Fund.
- (f) To make and publish to the Employees of the Authority such rules for the regulation of the Trust as are not inconsistent with the terms of this Agreement.
- (g) To determine the amount of benefits which will be payable to any person in accordance with the provisions of the Plan. Any denial by the Committee of the claim for benefits under the Plan by a Participant or beneficiary will be stated in writing by the Committee and delivered or mailed to the Participant or beneficiary; and such notice will set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the Committee will afford a reasonable opportunity to any Participant or beneficiary whose claim for benefits has been denied for a review of the decision denying the claim.
- (h) To delegate any of the above powers and duties to the Trustee and/or one Committee member.

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



## **ARTICLE 9**

### **PROVISIONS RELATING TO TRUSTEE**

#### **SECTION 9.1 POWERS AND DUTIES OF TRUSTEE**

The Trustee accepts the trusts hereby created, but only upon the terms and conditions of this Agreement, including the following:

- (a) Whenever in the administration of the Trust, a certification is required to be given to the Trustee, or the Trustee will deem it necessary that a matter be proved prior to taking or omitting any action hereunder, such certification will be duly made, and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee, signed in the name of the Authority, under its corporate seal, by its Chairman or Vice Chairman and by its Secretary; or (unless the matter will concern the authority of the Committee) by the Chairman or Secretary of the Committee; but in its discretion the Trustee may, in lieu thereof, accept other evidence of the matter or may require such further evidence as to it may seem reasonable. Generally, the Trustee will be protected in acting upon any notice, resolution, order, certificate, opinion, telegram, letter or other document believed by the Trustee to be genuine and to have been signed by the proper party or parties.
- (b) All monies deposited with the Trustee under any provisions hereof will be deposited by the Trustee with the funding medium. As soon as practicable after the Effective Date and after each Anniversary Date thereafter, the Trustee will, upon direction of the Committee, deposit with the funding medium amounts contributed by the Authority pursuant to Section 4.2. The Trustee will be under no duty to invest or have invested any monies deposited with the funding medium.
- (c) The Trustee may consult with legal counsel (who may be counsel for the Authority) with respect to the construction of the Trust Agreement or its duties thereunder, or with respect to any legal proceedings or any question of law; and will be fully protected

with respect to any action taken or omitted by it in good faith pursuant to the advice of such counsel.

- (d) The Trustee will not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement, and will be entitled to withhold making payments or giving directions to the funding agent with respect to the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Committee. In the event that any dispute will arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute will have been determined by arbitration or by a court of competent jurisdiction or will have been settled by written stipulation of the parties concerned.
- (e) All reasonable expenses of the Trustee incurred in the administration of the Plan and Trust shall be paid from the Trust unless the Authority elects to pay such expenses directly. The Authority further agrees to indemnify the Trustee against any liabilities which it may incur in the performance of its duties hereunder.
- (f) The Trustee will keep full records of the administration of the Trust, which the Committee will have the right to examine at any time during the Trustee's regular business hours. Within ninety (90) days following the close of each Plan Year, the Trustee will furnish the Committee with a statement of its account; and the Committee will promptly notify the Trustee in writing of its approval or disapproval thereof. Failure by the Committee to disapprove within sixty (60) days after its receipt of any such statement will be considered an approval thereof. The approval by the Committee of any statement of account will be binding, as to all matters embraced in the statement, on all parties to this Agreement, and on all Participants and their designated beneficiaries, to the same extent as if the account of the Trustee had been settled and allowed in a proceeding for a judicial settlement of its accounts in any court of competent jurisdiction: Provided, however, that nothing herein contained will deprive the Trustee of its right to have its accounts settled by judicial proceedings, if it so desires. In any such

judicial proceeding, all of the necessary and proper parties thereto will be the Trustee, the Authority and the Committee.

- (g) The Trustee is hereby authorized to execute all necessary applications, receipts and releases to the investment medium, and will be under the duty, upon being advised by the Committee that any proceeds have become payable hereunder, to give reasonable assistance to the beneficiaries designated therein collecting such sums as may appear to be due: Provided, however, that the Trustee will not be required to institute suit or maintain any litigation to collect such proceeds unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its satisfaction against its counsel fees and all other expenses and liabilities to which it may in its judgment be subjected by such action on its part: Provided, further, that the Trustee will be entitled, out of the proceeds, to reimbursement for expenses incurred in connection with enforcing payment of such proceeds. The Trustee is authorized, with the written approval of the Committee, to compromise and adjust claims upon such terms as it may deem just, and the decision of the Trustee will be conclusive upon all persons interested in the Trust. The Trustee will have no responsibility for the form, genuineness, validity, sufficiency or effect of any asset at any time included in the Trust, or for any act of the Authority, the Committee, a Participant or any other person which may render any such asset void, or if for any reason whatsoever (save for its own willful misconduct or gross neglect) any proceeds will become uncollectible.
- (h) The Trustee agrees to use reasonable diligence to be aware of and to comply with the applicable provisions of the Internal Revenue Code and other applicable laws and regulations issued thereunder affecting the terms of this Plan.
- (i) The Trustee will use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder; it will not be liable for any mistake in judgment or other action made or taken in good faith, or for any loss, unless resulting from its own willful misconduct or gross neglect; and it will not be required to give any bond or other security for the faithful performance of its duties hereunder.

**SECTION 9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE**

- (a) The Trustee may resign at any time upon delivering to the Chairman of the Board of Commissioners or Secretary of the Authority a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof.
- (b) Any Trustee appointed hereunder may be removed by the Authority by resolution of its Board of Commissioners and by delivery of a certified copy of such resolution to the Trustee, together with written notice of removal, to take effect at a date specified therein, which will not be less than thirty (30) days after delivery of such notice to the Trustee: Provided, that no removal of a Trustee will become effective until all sums due hereunder to the Trustee for its compensation and expenses will have been paid to it, nor until the appointment by the Authority of a Successor Trustee to which the Trustee may transfer and deliver the Trust estate.
- (c) In case of the death, resignation or removal of the Trustee, the Trustee will have the right to a settlement of its accounts, which may be made at the option of the Trustee either (1) by judicial settlement in a proceeding instituted by the Trustee in any court of competent jurisdiction, in which proceeding all of the necessary and proper parties will be the Trustee, the Authority and the Committee; or (2) by agreement of settlement between the Trustee, the Authority and the Committee.
- (d) Upon such settlement, and payment to the Trustee of its expenses and compensation, the Trustee will transfer to the Successor Trustee the Trust estate as it may then be constituted, and true copies of such of its records as relate to the Trust, and will execute all documents necessary for transferring the contracts and rights under them; and the Trustee will thereupon be discharged from further accountability for all matters embraced in its settlement.
- (e) The Authority will, upon its receipt or giving of notice of the death, resignation or removal of a previously appointed Trustee forthwith appoint, by resolution of its Board

of Commissioners, a bank or trust company organized under the laws of the United States or of a State thereof, or an officer of the Authority, as Successor Trustee. Any Successor Trustee so appointed may qualify as such by executing, acknowledging and delivering to the Authority, and to the resigning or removed Trustee, an instrument accepting such appointment; and thereupon such successor, without further act, will become vested with all of the estate, rights, powers, discretion and duties of its predecessor Trustee with like effect as if originally named as Trustee herein.

**ARTICLE 10**  
**GENERAL PROVISIONS**

**SECTION 10.1 NON-ALIENATION OF BENEFITS**

The benefits hereunder are intended for the protection of the Participants and their beneficiaries. No part of or interest in the Plan will be transferable or assignable in any manner, either by voluntary or involuntary act of such Participant or beneficiary or by operation of law, nor will the same be liable for or be taken for any debt, liability, contract, or any other obligation of any such Participant or beneficiary. This Section 10.1 will not apply to a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code.

**SECTION 10.2 RIGHTS TO EMPLOYMENT**

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

**ARTICLE 11**  
**RIGHT TO AMEND OR DISCONTINUE PLAN**

**SECTION 11.1 DISCONTINUANCE OF PLAN**

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

**SECTION 11.2 AMENDMENT OF PLAN**

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

- (a) That no amendment will increase the duties or liabilities of the Trustee or the Committee without their respective written consents;
- (b) That no amendment will have any retroactive effect so as to deprive any Participant or beneficiary of any benefit already accrued, save only that no amendment made in conformance to mandatory provisions of the Federal Internal Revenue Code or any other statute relating to employees' trusts, or any official regulations or rulings issued pursuant thereto, will be considered prejudicial to the rights of any Participant or beneficiary.

**ARTICLE 12**  
**PROVISIONS ON DISCONTINUANCE OF PLAN**

**SECTION 12.1 TERMINATION**

This Plan and Trust will terminate upon the happening of any of the following events:

- (a) Dissolution of the Authority.
- (b) Discontinuance of the Plan by the Authority, upon notice delivered to the Trustee, executed by the Authority as prescribed in Section 9.1(a) and Article 11.

Upon termination or partial termination of the Plan all accrued benefits to the extent funded as of the date of termination shall become irrevocable and fully vested in the Participants, Retired Participants, Vested active or terminated Participants, joint annuitants or beneficiaries, as the case may be, and the distribution of assets of the Fund shall then be made in accordance with this Article 12.

**SECTION 12.2 ALLOCATION OF ASSETS**

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

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



- (b) To provide pension benefits under the terms of the Plan for Employees age sixty-five (65) or over on the date of discontinuance, without reference to the age of such Employees.
- (c) To provide pension benefits under the terms of the Plan for Employees age sixty (60) or over but less than age sixty-five (65) on the date of discontinuance.
- (d) To provide pension benefits under the terms of the Plan for Employees below the age of sixty (60) on the date of discontinuance.
- (e) Any assets remaining after the above allocations may revert to the Authority or be otherwise allocated among selected groups.

For purposes of the allocation set forth in this Article 12, former Employees who are entitled, upon proper application, to a Vested Pension Benefit as provided in Section 6.2, will be included in the allocation in their appropriate categories. The Authority will make a reasonable effort to locate any such former Employees, but if any such former Employees have not been located within a reasonable period of time from the date the Plan is discontinued, their rights to any benefits under the Plan will be forfeited.

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

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

***SECTION 12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF PLAN***

In the event of termination of the Plan, the benefit of any highly compensated Participant, as defined in Internal Revenue Code Section 414(q), is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Internal Revenue Code. Benefits distributed to any of the 25 most highly compensated active and former highly compensated Participants are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

The preceding paragraph shall not apply if:

- (a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Internal Revenue Code Section 412(l)(7), or
- (b) the value of the benefits for a Participant described above is less than 1% of the value of current liabilities.

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

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

**ARTICLE 14**  
**BENEFITS FOR SEASONAL EMPLOYEES**

**SECTION 14.1 COVERAGE OF SEASONAL EMPLOYEES**

Effective July 1, 1991, Seasonal Employees, as defined below, will be covered under the Plan. The provisions, terms and conditions of such coverage will be as set forth in the preceding Articles of this Plan, unless specifically modified under this Article 14.

**SECTION 14.2 DEFINITIONS FOR SEASONAL EMPLOYEES**

- (a) **COMPENSATION RATE** means a Seasonal Employee's basic rate of hourly pay on his most recent date of hire multiplied by 173.33.
- (b) **FINAL AVERAGE EARNINGS** means Compensation Rate.
- (c) **SEASONAL EMPLOYEE** means any employee who is regularly scheduled to work 600 or less hours and who works 600 or less hours in a calendar year.
- (d) **SERVICE**, except as may be adjusted by Section 2.4(b), means the most recent continuous seasonal employment by the Authority as shown by the records of the Authority and as defined in Section 14.4 below.

**SECTION 14.3 ELIGIBILITY REQUIREMENT**

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

#### ***SECTION 14.4 SERVICE***

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

#### ***SECTION 14.5 NORMAL FORM - LIFE ONLY***

The normal form of benefit for a Seasonal Employee is a monthly life only annuity.

#### ***SECTION 14.6 VESTING SCHEDULE***

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

#### ***SECTION 14.7 BENEFIT FORMULA***

The monthly retirement benefit on the normal form to which each Participant who is a Seasonal Employee may become entitled under the Plan will be determined in accordance with the following formula:

$$.1250\% \times \text{Final Average Earnings} \times \text{Service}$$

#### ***SECTION 14.8 DISABILITY RETIREMENT***

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

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this 10th day of October, 1996.

HURON-CLINTON METROPOLITAN AUTHORITY

ATTEST:

*Michael A. Morgan*

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

*Thomas S. Welsh*

Thomas S. Welsh, Chairman

ATTEST:

*Daniel R. Duncan*

BY: \_\_\_\_\_

*Donald G. Beem*

ITS: \_\_\_\_\_

Donald G. Beem, Secretary

ATTEST:

*Grenada L. Petcher*

BY: \_\_\_\_\_

*David L. Wahl*

ITS: \_\_\_\_\_

David L. Wahl, Trustee

**FIRST AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT  
AS RESTATED JANUARY 1, 1997**

**WHEREAS**, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it desirable to amend the Plan to provide benefit improvements to former Participants receiving benefit payments.

**NOW, THEREFORE**, the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") is hereby amended effective April 1, 1998 as follows:

**1. Article 3, Section 3.11 is hereby amended to add the following subsection (c) at the end thereto:**

c) Effective April 1, 1998

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

- (i) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the later of (i) January 1, 1993 or (ii) date of retirement to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one percent (1%)
- (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being

equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).

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

**IN WITNESS WHEREOF**, Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 12th day of February, 1998.

**HURON-CLINTON METROPOLITAN AUTHORITY**

By: William E. Kreger  
William E. Kreger, Vice Chairman

By: Donald G. Beem  
Donald G. Beem, Secretary

By: David L. Wahl  
David L. Wahl, Trustee



**SECOND AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT  
AS RESTATED JANUARY 1, 1997**

**WHEREAS**, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it desirable to amend the Plan to provide benefit improvements to Participants.

**NOW, THEREFORE**, the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") is hereby amended as follows:

**1. Article 3, Section 3.3 is hereby amended to read as follows:**

(a) Prior to January 1, 2002:

The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date. In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to Normal Retirement Date, will have their benefit reduced by one-half of one percent ( $1/2$  of 1%) for each month by which the elected benefit payment commencement date precedes Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixty-first (61<sup>st</sup>) birthday, will have their benefit reduced by one-fourth of one percent ( $1/4$  of 1%) for each of the first twelve (12) months by which the elected benefit payment commencement date precedes the first day of the month coincident with or next following their sixty-first (61<sup>st</sup>) birthday and one-half of one percent ( $1/2$  of 1%) for each month in excess of twelve (12) months. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixty-first (61<sup>st</sup>) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date

prior to Normal Retirement Date. Effective January 1, 1994, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 67% of Final Average Earnings. The Early Retirement payable shall be the lesser of the 67% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(b) On or after January 1, 2002:

The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date. In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to Normal Retirement Date, will have their benefit reduced by one-half of one percent ( $1/2$  of 1%) for each month by which the elected benefit payment commencement date precedes Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixtieth (60<sup>th</sup>) birthday, will have their benefit reduced by one-half of one percent ( $1/2$  of 1%) for each month by which the elected benefit payment commencement date precedes their sixtieth (60<sup>th</sup>) birthday. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixtieth (60<sup>th</sup>) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to Normal Retirement Date. Effective January 1, 1997, Participants eligible for Early Retirement will have

their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings. The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

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

**IN WITNESS WHEREOF**, Huron-Clinton Metropolitan Authority has caused this amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 14<sup>th</sup> day of September, 2000.

**HURON-CLINTON METROPOLITAN AUTHORITY**

By: William E. Keger  
William E. Keger, Chairman

By: Michael G. Magee  
Michael G. Magee, Secretary

By: David L. Wahl  
David L. Wahl, Trustee

**THIRD AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT  
AS RESTATED JANUARY 1, 1997**

**WHEREAS**, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it desirable to amend the Plan to provide benefit improvements to former Participants and Beneficiaries receiving benefits under the Plan.

**NOW, THEREFORE**, the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") is hereby amended effective July 1, 2004 as follows:

**1. Article 3, Section 3.11 is hereby amended to add the following subsection (d) at the end thereto:**

d) Effective July 1, 2004

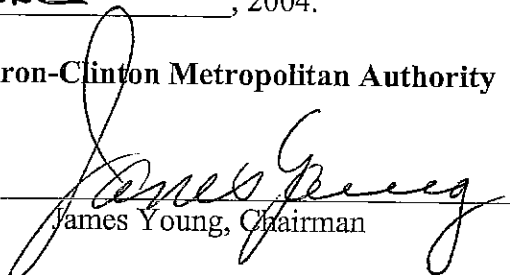
A former Participant who retired under the Plan prior to January 1, 2004 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving (or becomes entitled to receive) continuation benefit payments under an option elected by such former Participant, shall be eligible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

- (i) a former Participant who retired before January 1, 2004 and on or after January 1, 1997 (and any Beneficiary of such former Participant) shall receive an increase in the monthly benefit otherwise payable, equal to a percentage of such monthly benefit, equal to one percent (1%) multiplied by the number of calendar years from the later of (i) January 1, 1997 or (ii) date of retirement to December 21, 2003 with any partial calendar year being counted as one year.
- (ii) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 (and any Beneficiary of such former Participant) shall receive an increase equal to eight and three quarters percent (8.75%) of such monthly benefit.

- (iii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to ten and one half percent (10.5%) of such monthly benefit.
- (iv) a former Participant who retired before January 1, 1976 (and any Beneficiary of such former participant) shall receive an increase equal to fourteen percent (14%) of such monthly benefit.

**IN WITNESS WHEREOF**, the Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 3rd day of JUNE, 2004.

**Huron-Clinton Metropolitan Authority**

By   
James Young, Chairman

By   
Michael G. Magee, Secretary

By   
David L. Wahl, Trustee

**FOURTH AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT  
AS RESTATED JANUARY 1, 1997**

**WHEREAS**, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it desirable to amend the Plan to provide benefit improvements to active Participants.

**NOW, THEREFORE**, the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") is hereby amended effective April 1, 2012 as follows:

**1. Article 3, Section 3.3 is hereby amended to add the following subsection (c) at the end thereto:**

(c) Effective April 1, 2012

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

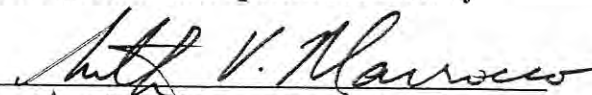
Department Head Unit  
Supervisory Unit  
Professional Unit  
Non-Supervisory Unit

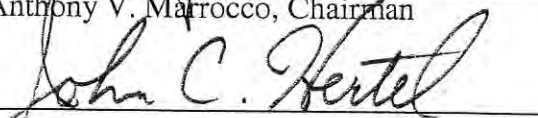
will be offered a one-time irrevocable election to retire under the following conditions:

- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date.
- (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.
- (iii) Participant must complete valid retirement application on or after April 1, 2012 and prior to June 30, 2012.

**IN WITNESS WHEREOF**, Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 10<sup>th</sup> day of May, 2012.

**Huron-Clinton Metropolitan Authority**

By:   
Anthony V. Marrocco, Chairman

By:   
John C. Hertel, Secretary

By:   
George Phifer, Executive Secretary

By:   
David L. Wahl, Pension Trustee

**FIFTH AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT  
AS RESTATED JANUARY 1, 1997**

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**WHEREAS**, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it desirable to amend the Plan to provide benefit improvements to active Participants.

**NOW, THEREFORE**, the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") is hereby amended effective February 1, 2013 as follows:

**1. Article 3, Section 3.3 is hereby amended to add the following subsection (d) at the end thereto:**


(d) Effective February 1, 2013

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

- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date.
- (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.
- (iii) Participant must complete valid retirement application on or after February 1, 2013 and prior to April 30, 2013.

**IN WITNESS WHEREOF**, Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 10<sup>th</sup> day of January, 2013.

**Huron-Clinton Metropolitan Authority**

By:   
Anthony V. Marrocco, Chairman

By:   
John C. Hertel, Secretary

By:   
George Phifer, Executive Secretary

By:   
Lisa Dolan, Pension Trustee

c. Documentation Related to 2013 Closing Plan to New Hires and Adding 1% Employee Contribution (including excerpts from Board of Commissioners Meeting Minutes and 2013-2023 CBAs)



**MINUTES  
BOARD OF COMMISSIONERS MEETING  
HURON-CLINTON METROPOLITAN AUTHORITY  
THURSDAY, DECEMBER 13, 2012**

The regular meeting of the Huron-Clinton Metropolitan Authority's Board of Commissioners was held at 10:30 a.m. on Thursday, December 13, 2012 at the Administrative Offices. The meeting was convened in pursuance to a call thereof by the Executive Secretary and due notice was given to the HCMA Board of Commissioners.

Present:	Commissioners:	Anthony V. Marrocco John E. La Belle John P. McCulloch John C. Hertel Robert W. Marans Timothy J. McCarthy Harry E. Lester
	Staff Officers:	
	Director	Vacant
	Deputy Director	Gregory J. Almas
	Controller	Lisa Dolan
	Executive Secretary	George Phifer
Others:	Legislative Consultant	George Carr
	Attorney	Michael McGee
	Labor Consultant	Tom Eaton

The meeting was called to order by Chairman Marrocco at 10:35 a.m.

**1. Chairman's Statement**

Chairman Marrocco welcomed everyone to the December Board of Commissioners Meeting.

**2. Public Comments**

Toni Spears, HCMA volunteer, said that this fall, the state put together a panel to look at a number of recommendations for state and local parks. The state of Michigan will be focusing on trails and networking with local municipalities as a priority over the next 10 years. Spears said the Metroparks should look at how to benefit from the initiative.

Spears also said she wanted to comment about item 9-G-3 regarding why CNA cancelled the insurance for the Authority. Spears also wanted to comment on item 10 regarding the contract negotiations and that Social Security continues to be a concern for employees.

**3. Minutes**

**A. November 8, 2012 – Regular Meeting Minutes**

It was moved by Commissioner Marans, supported by Commissioner McCarthy that the Board of Commissioners approve the Nov. 8, 2012 regular meeting minutes as submitted by Executive Secretary Phifer and staff.

Motion carried unanimously.

**B. November 8, 2012 – Closed Meeting Minutes**

It was moved by Commissioner McCarthy, supported by Commissioner Lester that the Board of Commissioners approve the Nov. 8, 2012 closed meeting minutes as submitted by Executive Secretary Phifer and staff.

Motion carried unanimously.

- Julie Catka made a \$350 cash donation to purchase a bench to be used at Lake Erie Metropark.
- Chris Stratychuck made a \$300 cash donation to purchase a bench to be used along the bike trail at Kensington Metropark in memory of Lindsey Stratychuck.
- Commissioner Jack La Belle and his wife Beverly La Belle made a \$300 cash donation to purchase a bench to be used at Kensington Metropark along the Nature Center trail in memory of Phillip Strake.
- The Axemen Professional Firefighters Motorcycle Club made a \$250 cash donation to purchase life jackets to be used at Turtle Cove at Lower Huron Metropark.
- The Brownstown Fire Department made a \$250 Cash donation to purchase life jackets to be used at the pool area at Lake Erie Metropark.
- McGraw Wentworth made a \$250 cash donation to be used for the “Wear the Gear” program.
- Charles Shelton donated canvas art panels to be used for programming at Wolcott Mill Metropark; itemizing a value of \$13,000.

It was moved by Commissioner Marans, supported by Commissioner Lester that the Board of Commissioners accept the donations and a letter of appreciation be sent to the donors as recommended by Deputy Director Almas and staff.

Motion carried unanimously.

## 9. Legislative Report

Legislative Consultant Carr reported that the Michigan House is scheduled today to pass the governor's repeal of portions of Michigan's Personal Property Tax (PPT). On Dec. 5, the House Tax Policy Committee approved a 12 bill package sending it to the House floor. The House must either vote the package through today (Dec. 6) to meet the five-day Constitutional requirement or extend lame-duck session an additional week.

Carr said as reported from committee, the Authority would be eligible for PPT revenue replacement but the specific amount is yet to be determined. The entire revenue replacement scheme would be subject to a state-wide vote in the most current version.

Carr said Deputy Director Almas, Controller Dolan and Chief Phifer have all been directly involved in the effort to keep the impact on the Authority minimized. Their efforts have been key in the adoption of specific provisions beneficial to the parks. After the expected passage of the PPT package we will regroup and attempt to quantify the impact on future Authority budgets.

Carr said compounding the confusion on the PPT bills is the scheduled attempt to vote today (Dec. 6) on Right-to-Work legislation in both chambers.

It was moved by Commissioner Lester, supported by Commissioner Hertel that the Board of Commissioners receive and file the legislative report as submitted by Legislative Consultant Carr.

Motion carried unanimously.

## 10. Closed Session

It was moved by Commissioner Marans, supported by Commissioner McCarthy that the Board of Commissioners immediately adjourn to a closed session to discuss strategy and contract negotiations.

### ROLL CALL VOTE

Voting Yes: Commissioners Marrocco, La Belle, McCulloch, Hertel, Lester, Marans, McCarthy

Voting No: None

Absent: None

Motion carried unanimously.

The regular meeting adjourned at 11:03 a.m.

In closed session, it was moved by Commissioner Hertel, supported by Commissioner Lester that the Board of Commissioners adjourn the closed session and immediately reconvene the regular meeting.

The regular meeting reconvened at 11:35 a.m.

It was moved by Commissioner McCulloch, supported by Commissioner Marans that the Board of Commissioners accept the recommendation as discussed in the closed session.

#### **10. Director's Selection**

It was moved by Commissioner Marans, supported by a roll call vote that the Board of Commissioners approve the appointment and employ John P. McCulloch as director for the Huron-Clinton Metropolitan Authority effective Dec. 21, 2012; subject to a mutually acceptable employment agreement to be drafted and reviewed by Michael McGee, legal counsel with Miller Canfield Paddock & Stone.

#### **ROLL CALL VOTE**

Voting Yes: Commissioners Marrocco, La Belle, Hertel, Lester, Marans, McCarthy  
Voting No: None  
Abstained: Commissioner McCulloch

Motion carried.

#### **11. Employment Matters**

It was moved by Commissioner Lester, supported by Commissioner Hertel that the Board of Commissioners approve the Resolution as stated and accept the Summary of Terms of the Retirement Agreement with Gregory J. Almas as outlined and submitted by Michael McGee, Legal Counsel with Miller Canfield Paddock & Stone.

#### **12. Deputy Director's Comments**

Deputy Director Almas reported that HCMA received a Certificate of Financial Achievement and that he believes this is the eleventh or twelfth time the Authority has received this award.

Almas also said he wanted to recognize one of the Authority's Interpreters, Mark Szabo. Mr. Szabo received a national award from the National Association for Interpretation (NAI). Almas said Chief of Interpretive Services, Michael George was here to introduce Mr. Szabo to the Board of Commissioners.

Mike George said Mark Szabo was awarded the National Association for Interpretation 2012 Master Front – Line Interpreter Award. George said Szabo has been with the Authority for more than 30 years and has mastered the art of Interpretive Services. George also said Szabo's father was very involved in this region as an interpreter and Mark has represented the park system very well.

Almas also let everyone know that this is Mike George's last meeting as he is retiring at the end of the year after 32 years of service. Almas said he wanted to thank Mike for his years of service and dedication to the Authority.

Almas also said that when he first came to the Metroparks he was extremely impressed at the competency and dedication of the Metroparks team from the Board of Commissioners to the seasonal employees. Almas said today he feels even stronger about the quality of the Metroparks team. Almas said he truly has been blessed to be associated with this organization and especially those in the room today. Almas said he has made friends that he knows will last a lifetime. Almas thanked the Board of Commissioner for the opportunities given to him and he wanted to especially thank staff for their support and camaraderie over the years.

Almas also said he believes the Metroparks is positioned well for the future and as Commissioner La Belle recently remarked, the best is yet to come. Almas said, with that, he was announcing his retirement effective Dec. 31, 2012.

**14. Motion to Adjourn**

It was moved by Commissioner Marans, supported by Commissioner Hertel that the Board of Commissioners adjourn the regular meeting.

Motion carried unanimously.

The meeting adjourned at 12:08 p.m.

Respectfully submitted,



George Phifer  
Executive Secretary

**MINUTES  
BOARD OF COMMISSIONERS  
CLOSED SESSION MEETING  
HURON-CLINTON METROPOLITAN AUTHORITY  
THURSDAY, DECEMBER 13, 2012**

3-a  
Closed Session

The closed session meeting of the Huron-Clinton Metropolitan Authority's Board of Commissioners was held at 11:05 a.m. on Thursday, December 13, 2012 at the Administrative Offices. The meeting was convened in pursuance to a call thereof by the Executive Secretary and due notice to the HCMA Board of Commissioners.

Present:	Commissioners:	Anthony V. Marrocco John E. La Belle John P. McCulloch John C. Hertel Robert W. Marans Timothy J. McCarthy
	Staff Officers:	
	Director	Vacant
	Deputy Director	Gregory J. Almas
	Controller	Lisa Dolan
	Executive Secretary	George Phifer
	Other Attendees:	
	Human Resources Manager	Carol Stone
	Legislative Consultant	George Carr
	Legal Counsel	Michael McGee
	Consultant	Thomas Eaton

At the regular meeting of the Board of Commissioners held on Dec. 13, 2012 it was moved by Commissioner Marans, supported by Commissioner McCarthy that the Board of Commissioners immediately adjourn to a closed session to discuss strategy and contract negotiations – [Section 8\(c\) of the Michigan Open Meetings Act, M.C.L. 15.268 \(c\)](#)

**ROLL CALL VOTE**

Voting Yes: Commissioners Marrocco, La Belle, McCulloch, Hertel, Marans, McCarthy, Lester  
Voting No: None  
Absent: None

Motion carried unanimously.

Chairman Marrocco called the closed session to order at 11:05 a.m.

Administrative Services Manager Carol Stone reported that on Dec. 7 a tentative agreement was reached with POAM representing Police Officers, Corporals and Sergeants. The agreement was ratified by the employees on Dec. 11.

Stone reported that on Dec. 11 a tentative agreement was reached with the Employee Association. The tentative agreement is currently being reviewed with the employees.

Stone said the summary of the agreements, an analysis of the budgetary impact, and an individual employee compensation comparison for each year of the contract is listed for Board review. Stone said the contracts met the objectives established by the Board and it should be noted that in the analysis of the budgetary impact, the 2012 numbers reflect benefits prior to the mid-year implementation of the high deductible health plan and the voluntary elimination of the annual sick leave pay out for 2012.

Stone said it should also be noted that the agreement eliminates legacy costs for future hires as it includes both the defined contribution retirement system and elimination of retiree life insurance. In the expiring contract, a retiree health savings plan was implemented and retiree health insurance was eliminated for new hires.

Stone stated the summary of the contracts are as follows:

1. Three year contract with no across-the-board wage increases during term of contract. A lump sum bonus will be issued according to the following schedule:

January 2013:	\$800
January 2014:	\$200
January 2015:	\$200

*Note: Payroll will pay in January*

2. **New Hire Package:**
  - a. Pension: Employees hired on or after January 1, 2013 will be covered under a defined contribution pension plan with a 6 percent employer contribution and a mandatory employee contribution of 1%.
  - b. Retiree \$10,000 life insurance policy is eliminated for employees hired on or after January 1, 2013.
3. Pension: Effective January 1, 2013, employees shall contribute 1% to the defined benefit pension program.
4. Sick Leave
  - a. Effective January 1, 2013, all employees shall be covered by the provisions of the Short-term Income Replacement Sick Leave Program and will receive ninety-six (96) hours of sick leave per year. This reduces annual sick leave by 8 hours and eliminates any future accrual of sick leave.
5. Annual (Vacation Leave)
  - a. Accrual of annual leave is amended so that all annual leave accrues on a bi-weekly basis.
  - b. Annual leave pay-out option is reduced by 50 percent.
  - c. Annual leave accrual shall be capped at 400 hours. Annual leave in excess of 400 hours (50 days) as of the second pay in January of each year shall be forfeited.
6. Tuition reimbursement is increased to \$3,000 per year.
7. Employee Awards and Recognition: Provision was added to allow HCMA to provide, upon approval of the Director, recognition programs for customer service, safety, health and wellness initiatives and other programs that may improve efficiency, reduce expenditures or benefit park patrons.
8. Position Reclassifications:
  - a. Park Operations Supervisor is transferred from the Professional to the Supervisory Unit with no change in pay or benefits.
  - b. In accordance with the Re-organization plan approved by the Board, Information Support Specialist is transferred from the Non-Supervisory to the Professional unit with an increase in wages of approximately \$6,000 and a change to exempt status and elimination of overtime.
  - c. In accordance with the Re-organization plan approved by the Board, the classification of Senior Buyer at level 10 is established in the Professional unit.
9. License/Certification Compensation: Provision in Non-Supervisory unit that awards up to 2 percent in additional compensation for licenses and certifications was expanded to include Aquatics Facility Operator certification and Certified Playground Inspector Certification. Provision applies only to Level 6 maintenance employees and eligibility is based on job requirements as determined by HCMA.

10. Early Retirement Window – Police Officers: Window period of February 1, 2013 through April 30, 2013.
11. Health Insurance – Police Officers: Effective January 1, 2013, police officers shall be covered by the same high deductible health plan as all other active employees which includes a \$1,250 deductible for single coverage and a \$2,500 deductible for two-person/family coverage.
12. Association Dues Check-off – language currently in the Non-Supervisory Contract shall be added to the Department Head, Professional, and Supervisory Contracts. Language requiring dues or representation fee was added to the Professional, Supervisory and Department Head contracts. Based on recently enacted Right to Work legislation, these provisions will expire at the end of the contract term.
13. One representative of the Supervisory and Non-Supervisory units shall be permitted to attend monthly meetings of the Board of Commissioners with no loss of time or pay. No overtime or mileage will be paid for attendance at Board meetings. It is anticipated that the representative will most likely be an employee from the Park in which the meeting is held.

Consultant Tom Eaton said he was very impressed with the bargaining team; that they were able to achieve a three-year contract with no wage increases and employee contributions to the pension plan. Eaton said the negotiating team achieved in one year what normally takes a lot longer. Eaton said he will miss the team, that he was impressed with the staff and recommends the contract be approved.

Stone said staff is recommending that the Board of Commissioners approve the tentative agreements and authorize the necessary amendments to the pension trust agreement in order to: (1) implement the defined contribution program for new hires; (2) 1 percent employee contribution for employees covered by the defined benefit program; and (3) early retirement window for police officers.

Further discussion was held.

#### **Motion to Adjourn**

It was moved by Commissioner Hertel, supported by Commissioner Lester that the Board of Commissioners adjourn the closed session and immediately reconvene the regular meeting.

#### **ROLL CALL VOTE**

Voting Yes: Commissioners Marrocco, La Belle, McCulloch, Hertel, Marans, McCarthy, Lester  
Voting No: None  
Absent: None

Motion carried unanimously

Closed session adjourned at 11:30 a.m.

Respectfully Submitted,



George Phifer  
Executive Secretary



2013-2023  
**agreement**



**NON-SUPERVISORY BARGAINING UNIT**

BETWEEN THE HURON-CLINTON METROPOLITAN  
AUTHORITY AND THE HCMA EMPLOYEES ASSOCIATION





## NON-SUPERVISORY

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2013 - 2015

ORIGINAL  
BARGAINING UNIT  
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## AGREEMENT

This Agreement is made between the HURON-CLINTON METROPOLITAN AUTHORITY (hereinafter called the "Authority" or "Employer") and the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES ASSOCIATION (hereinafter called the "Association").

ARTICLE 1  
RECOGNITION

The Authority recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, certain fringe benefits, hours of employment and other conditions of employment for the Non-Supervisory Employees' Bargaining Unit (hereinafter called "Bargaining Unit") of the Authority, which is comprised of employees assigned to the following classifications: Park Maintenance Trainee/Worker/Specialist, Natural Resource Trainee/Worker/Specialist, Golf Course Maintenance Trainee/ Worker/ Specialist, Equipment Maintenance Trainee/Worker/Specialist, Farm Maintenance Trainee/Worker/ Specialist, Interpreter Assistant, , Engineering Technician, Public Relations Specialist, Secretary, Park Secretary, Account Clerk, Payroll Systems Coordinator, Park Operations Clerk, Warehouse Clerk Trainee, Warehouse Clerk, Senior Warehouse Clerk and excludes all Superintendent/Department Head, Professional and Supervisory employees; Law Enforcement Officers, Corporals, Sergeants and Lieutenants; all seasonal and part-time employees; the Administrative Office Support Specialist (Ex), Human Resources/Benefits Administrator, Director, Deputy Director, Executive Secretary to the Board, Controller and Administrative Services Manager ; and all other employees.

ARTICLE 2  
NON-DISCRIMINATION

There shall be no discrimination as to age, race, sex, color, creed or country of origin, handicap or disability, political affiliation or union affiliation. The Employees Association and Bargaining Unit shall share equally with the Employer responsibility for applying this provision.

ARTICLE 3  
MANAGEMENT RIGHTS

Except as expressly and specifically limited by the provisions of this Agreement, the Authority retains and reserves all rights of management, which shall be exercised by the Authority in its sole discretion. Such rights include, by way of example but not limitation, the rights to the executive management and administrative control of the Authority, its properties and facilities and the activities of its employees; to hire, assign, schedule, promote and transfer employees, including the exercise of judgment as to requirements and qualifications; to determine the size and disposition of the work force, whether and by whom work will be performed and whether required work will be performed by Bargaining Unit employees or by others; to determine the equipment and facilities to be used; to affect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, demote and discipline employees for just cause; to lay off employees for lack of work or other good reason; to maintain efficiency and order, including the right to establish and enforce reasonable work rules and rules of conduct for all employees; to determine the locations of the Authority's parks, offices and other facilities.

- G. Employee must submit a report from the school that he has completed the class with a grade of "C" or better or "pass" in a pass/fail course.
- H. Employee will be reimbursed hundred percent (100%) for a "pass" in a pass/fail course or grade of "C" or better in a graded course. The amount of reimbursement shall be no more than \$3,000 for any calendar year.
- I. Employee shall reimburse Employer cost of tuition reimbursed if they resign employment within 36 months of course.

ARTICLE 18  
RETIREMENT/PENSION PLAN

Section 1: Pension

Employees hired prior to January 1, 2013 shall be covered under the HCMA Employees' Retirement and Trust Agreement as established by the Board of Commissioners. The benefits provided under the plan are in addition to any benefits the employee may receive under the Social Security Pension Program. Effective January 1, 2013, employees shall contribute on a pre-tax basis, 1% of base pay into the pension plan.

Employees hired on or after January 1, 2013 shall be covered under a mandatory defined contribution pension program. HCMA will contribute 6% of base wages into the plan and the employee shall contribute, on a pre-tax basis, 1% of base pay into the plan. Employer contributions shall vest at 20% per year with 100% vesting upon completion of 5 years of service.

Detailed information regarding the Authority Pension Plan is covered in the Pension Booklet. The Trust Agreement dated January 1, 1997 as last amended September 14, 2000 is incorporated into this Agreement by reference.

Section 2: Re-Employment

Retired individuals may be re-employed on a seasonal, part-time or consulting basis.

ARTICLE 19  
GROUP BENEFITS FOR RETIREES

Retirees must report their status annually to the Human Resources office to assure continued coverage.

To be eligible for group benefits an individual must be a spouse or dependent of the employee on the employee's retirement date.

Should an employee marry within the five-year period prior to the employee's date of retirement, spouse and eligible dependent hospitalization coverage shall be continued only for the life of the retiree plus three years thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 6<sup>th</sup> day of June, 2013.

FOR THE EMPLOYEES' ASSOCIATION:

  
Garnet J. Potter III  
President, Employees' Association

  
Robert Whitwam  
Vice President, HCMA Non-Supervisory Bargaining Unit

FOR THE HURON-CLINTON METROPOLITAN AUTHORITY:

  
Anthony Marocco  
Chairman

  
George Phifer  
Ex. Secretary to the Board/Chief of Police

\_\_\_\_\_  
Lisa Dolan  
Controller

  
Carol Stone  
Administrative Services Mgr



2013–2023

# agreement



**PARK SUPERINTENDENT • DEPARTMENT HEAD BARGAINING UNIT**

BETWEEN THE HURON-CLINTON METROPOLITAN  
AUTHORITY AND THE HCMA EMPLOYEES ASSOCIATION





## PARK SUPERINTENDENT / DEPARTMENT HEAD

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AGREEMENT

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ARTICLE 1  
RECOGNITION

The Authority recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, certain fringe benefits, hours of employment and other conditions of employment for the Park Superintendent/Department Head Employees' Bargaining Unit (hereinafter called "Bargaining Unit") of the Authority, which is comprised of employees assigned to the following classifications: District Park Superintendent, Chief Planner, Manager of Assets and Development, Communications Manager, Manager of Natural Resources & Regulatory Compliance, Chief of Police, and Information Systems Manager and excludes all Supervisory, Professional and Non-Supervisory employees; Law Enforcement Officers, Sergeants and Lieutenants; all seasonal and part-time employees; the Administrative Office Support Specialist (Ex), Human Resources/Benefits Administrator, Director, Deputy Director, Executive Secretary to the Board, Controller and Administrative Services Manager; and all other employees.

ARTICLE 2  
NON-DISCRIMINATION

There shall be no discrimination as to age, race, sex, color, creed or country of origin, handicap or disability, political affiliation or union affiliation. The Employees Association and Bargaining Unit shall share equally with the Employer responsibility for applying this provision.

ARTICLE 3  
MANAGEMENT RIGHTS

Except as expressly and specifically limited by the provisions of this Agreement, the Authority retains and reserves all rights of management, which shall be exercised by the Authority in its sole discretion. Such rights include, by way of example but not limitation, the rights to the executive management and administrative control of the Authority, its properties and facilities and the activities of its employees; to hire, assign, schedule, promote and transfer employees, including the exercise of judgment as to requirements and qualifications; to determine the size and disposition of the work force, whether and by whom work will be performed and whether required work will be performed by Bargaining Unit employees or by others; to determine the equipment and facilities to be used; to affect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, demote and discipline employees for just cause; to lay off employees for lack of work or other good reason; to maintain efficiency and order, including the right to establish and enforce reasonable work rules and rules of conduct for all employees; to determine the locations of the Authority's parks, offices and other facilities.

- G. Employee must submit a report from the school that he has completed the class with a grade of "C" or better or "pass" in a pass/fail course.
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To be eligible for group benefits an individual must be a spouse or dependent of the employee on the employee's retirement date.

Should an employee marry within the five-year period prior to the employee's date of retirement, spouse and eligible dependent hospitalization coverage shall be continued only for the life of the retiree plus three years thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be  
executed this 6<sup>th</sup> day of June, 2013.

FOR THE EMPLOYEES' ASSOCIATION:



Garnet J. Potter III  
President, Employees' Association



Nolan Clark  
President, HCMA Park Superintendent / Department Head Bargaining Unit

FOR THE HURON-CLINTON METROPOLITAN AUTHORITY:



Anthony Marocco  
Chairman



George Phifer  
Ex Secretary to the Board / Chief of Police

\_\_\_\_\_  
Lisa Dolan  
Controller



Carol Stone  
Administrative Services Mgr

2013–2023

# agreement



BETWEEN THE HURON-CLINTON METROPOLITAN  
AUTHORITY AND THE POLICE OFFICERS ASSOCIATION  
OF MICHIGAN





## POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

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## AGREEMENT

This Agreement is made by and between the HURON-CLINTON METROPOLITAN AUTHORITY (hereinafter referred to as "Authority" or "Employer") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, P.O.A.M. (hereinafter referred to as "Union" or "P.O.A.M.").

ARTICLE 1  
RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 379 of 1965, as amended, the Authority recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all 80-80 (full time) Police Officers, 40-80 (part time) Police Officers, Corporals and Sergeants; but excluding the Chief of Police and Seasonal/Provisional employees.

ARTICLE 2  
NON-DISCRIMINATION

2.1: The Employer and the Union agree to continue their policy of not discriminating against any employee on the basis of race, creed, color, sex, national origin, political or Union affiliation.

ARTICLE 3  
MANAGEMENT RIGHTS

3.1: Except as expressly and specifically limited by the provisions of this Agreement, the Authority retains and reserves all rights of management, which shall be exercised by the Authority in its sole discretion. Such rights include, by way of example but not limitation, the rights to the executive management and administrative control of the Authority, its properties and facilities, and the activities of its employees; to hire, assign, schedule, promote, demote and transfer employees, including the exercise of judgment as to requirements and qualifications; to determine the size and disposition of the work force, whether and by whom work will be performed, and whether required work will be performed by bargaining unit employees or by others; to determine the equipment and facilities to be used; to establish and change objectives and inaugurate, alter or eliminate programs; to effect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, and discipline employees for just cause; to lay off employees for lack of work or other good reason; to maintain efficiency and order, including the right to establish and enforce reasonable work rules and rules of conduct for all employees; to determine the locations of the Authority's parks, offices and other facilities.

ARTICLE 4  
AGENCY SHOP

4.1: The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

4.2: All present employees and those hired, rehired, reinstated or transferred as a condition of employment shall be required to become a member of the Union, or pay a service fee, after the expiration of thirty (30) days from the date of the commencement of their employment in the bargaining unit.

- C. The injury must be classified as a temporary total disability as provided under the Workers' Compensation Law of the State of Michigan.
- D. An employee who is restricted from regular employment duties may be given other duties for the period of recuperation. Refusal to accept reasonable assignment of work as directed by the Chief of Police will result in the employee's being ruled ineligible for disability leave for the time involved.
- E. Grants of disability leave are contingent upon the employee's reimbursing the Authority all Workers' Compensation checks for the period of disability (i.e., the Authority shall pay only the difference between the employee's regular full pay and the amount of money received under the Workers' Compensation Law of the State of Michigan).
- F. Grants of disability leave shall not exceed 120 work days.

ARTICLE 36  
RETIREMENT - PENSION PLAN

36.1: Employees hired prior to January 1, 2013 shall be covered under the HCMA Employees' Retirement and Trust Agreement as established by the Board of Commissioners. The benefits provided under the plan are in addition to any benefits the employee may receive under the Social Security Pension Program. Effective January 1, 2013, employees shall contribute on a pre-tax basis, 1% of base pay into the pension plan.

Employees hired on or after January 1, 2013 shall be covered under a Defined Contribution pension program. HCMA will contribute 6% of base wages into the plan and the employee shall contribute, on a pre-tax basis, 1% of base pay into the plan. Employer contributions shall vest 20% per year with 100% vesting upon completion of 5 years of service.

36.2: Detailed information regarding the Authority Pension Plan is covered in the Pension Booklet. The Trust Agreement as last amended is incorporated into this Agreement by reference.

36.3: Re-Employment. Retired individuals may be re-employed on a seasonal, part time or consulting basis.

36.4: Delayed Retirement. Should the particular skill of the individual be required for the benefit of the Authority, in the opinion of the Director, and should the employee desire to continue working and be able to produce evidence of his physical ability to perform his work, he may be continued to age seventy (70) on a year-to-year basis at the discretion of the Director.

ARTICLE 37  
GROUP BENEFITS FOR RETIREES

37.1: Retirees must report their status once each year to the Human Resources Department annually to assure continued coverage.

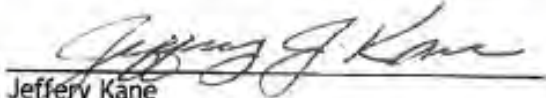
To be eligible for group benefits, an individual must be a spouse or eligible dependent of the employee on the employee's retirement date.

IN WITNESS WHEREOF, the parties have set their hands this 13<sup>th</sup> day of December, 2012.

FOR THE POLICE OFFICERS ASSOCIATION OF MICHIGAN:



Mark Zacks  
*Business Agent, Police Officers Association*



Jeffery Kane  
*President, Local*

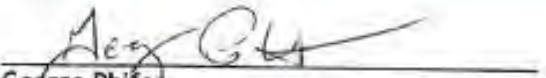


Gary Cassity  
*Vice-President, Local*

FOR THE HURON-CLINTON METROPOLITAN AUTHORITY:



Anthony Marocco  
*Chairman*



George Phifer  
*Ex Secretary to the Board / Chief of Police*



Lisa Dolan  
*Controller*



Carol Stone  
*Administrative Services Mgr*



# 2013-2023 agreement



## **PROFESSIONAL BARGAINING UNIT**

BETWEEN THE HURON-CLINTON METROPOLITAN  
AUTHORITY AND THE HCMA EMPLOYEES ASSOCIATION





## PROFESSIONAL

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## AGREEMENT

This Agreement is made between the HURON-CLINTON METROPOLITAN AUTHORITY (hereinafter called the "Authority" or "Employer") and the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES ASSOCIATION (hereinafter called the "Association").

ARTICLE 1  
RECOGNITION

The Authority recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, certain fringe benefits, hours of employment and other conditions of employment for the Professional Employees' Bargaining Unit (hereinafter called "Bargaining Unit") of the Authority, which is comprised of employees assigned to the following classifications: Civil Engineer, Planner, Accountant/Internal Auditor, Senior Buyer, Food Service Administrator, Community Relations Administrator, Graphic Designer, Information Systems Specialist, Interpreter and Farm Interpreter/Animal Care Specialist and excludes all Superintendent/Department Head, supervisory and non-supervisory employees; Law Enforcement Officers, Corporals, Sergeants and Lieutenants; all seasonal and part-time employees; the Administrative Office Support Specialist (Ex), Human Resources /Benefits Administrator, Director, Deputy Director, Executive Secretary to the Board, Controller and Administrative Services Manager; and all other employees.

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ARTICLE 3  
MANAGEMENT RIGHTS

Except as expressly and specifically limited by the provisions of this Agreement, the Authority retains and reserves all rights of management, which shall be exercised by the Authority in its sole discretion. Such rights include, by way of example but not limitation, the rights to the executive management and administrative control of the Authority, its properties and facilities and the activities of its employees; to hire, assign, schedule, promote and transfer employees, including the exercise of judgment as to requirements and qualifications; to determine the size and disposition of the work force, whether and by whom work will be performed and whether required work will be performed by Bargaining Unit employees or by others; to determine the equipment and facilities to be used; to affect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, demote and discipline employees for just cause; to lay off employees for lack of work or other good reason; to maintain efficiency and order, including the right to establish and enforce reasonable work rules and rules of conduct for all employees; to determine the locations of the Authority's parks, offices and other facilities.

- H. Employee will be reimbursed hundred percent (100%) for a “pass” in a pass/fail course or grade of “C” or better in a graded course. The amount of reimbursement shall be no more than \$3,000 for any calendar year.
- I. Employee shall reimburse Employer cost of tuition reimbursed if they resign employment within 36 months of course.

ARTICLE 18  
RETIREMENT/PENSION PLAN

Section 1: Pension

Employees hired prior to January 1, 2013 shall be covered under the HCMA Employees' Retirement and Trust Agreement as established by the Board of Commissioners. The benefits provided under the plan are in addition to any benefits the employee may receive under the Social Security Pension Program. Effective January 1, 2013, employees shall contribute on a pre-tax basis, 1% of base pay into the pension plan.

Employees hired on or after January 1, 2013 shall be covered under a mandatory defined contribution pension program. HCMA will contribute 6% of base wages into the plan and the employee shall contribute, on a pre-tax basis, 1% of base pay into the plan. Employer contributions shall vest at 20% per year with 100% vesting upon completion of 5 years of service.

Detailed information regarding the Authority Pension Plan is covered in the Pension Booklet. The Trust Agreement dated January 1, 1997 as last amended September 14, 2000 is incorporated into this Agreement by reference.

Section 2: Re-Employment

Retired individuals may be re-employed on a seasonal, part-time or consulting basis.

ARTICLE 19  
GROUP BENEFITS FOR RETIREES

Retirees must report their status once each year to the Human Resources office annually to assure continued coverage.

To be eligible for group benefits an individual must be a spouse or dependent of the employee on the employee's retirement date.

Should an employee marry within the five-year period prior to the employee's date of retirement, spouse and eligible dependent hospitalization coverage shall be continued only for the life of the retiree plus three years thereafter.

Section 1:

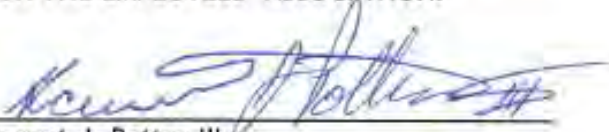
Employees with ten years continuous, full time service with the Authority and hired prior to March 14, 1991 are eligible for the following group benefits:

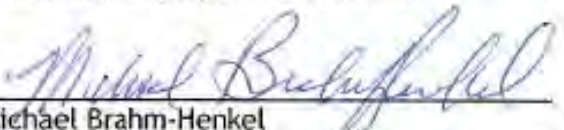
- A. Medical/Rx  
Coverage after retirement will be provided for eligible retirees, spouses and eligible dependents. Medical/Rx benefits will be continued on an equivalent basis as employees, or when eligible, as a supplement to the Federal Government's Medicare Program. The employer, at its discretion, may offer retirees a higher benefit than current employees.

{TOP}


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be  
executed this 6<sup>th</sup> day of June, 2013.

FOR THE EMPLOYEES' ASSOCIATION:

  
Garnet J. Potter III  
President, Employees' Association

  
Michael Brahm-Henkel  
President, HCMA Professional Bargaining Unit

FOR THE HURON-CLINTON METROPOLITAN AUTHORITY:

  
Anthony Marocco  
Chairman

  
George Phifer  
Ex Secretary to the Board/Chief of Police

\_\_\_\_\_  
Lisa Dolan  
Controller

  
Carol Stone  
Administrative Services Mgr

# 2013–2023 agreement



## **SUPERVISORY BARGAINING UNIT**

BETWEEN THE HURON-CLINTON METROPOLITAN  
AUTHORITY AND THE HCMA EMPLOYEES ASSOCIATION





## SUPERVISORY

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2013 - 2015

ORIGINAL  
BARGAINING UNIT  
AGREEMENT

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## AGREEMENT

This Agreement is made between the HURON-CLINTON METROPOLITAN AUTHORITY (hereinafter called the "Authority" or "Employer") and the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES ASSOCIATION (hereinafter called the "Association").

ARTICLE 1  
RECOGNITION

The Authority recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, certain fringe benefits, hours of employment, and other conditions of employment for the Supervisory Employees' Bargaining Unit (herein after called "Bargaining Unit") of the Authority which is comprised of employees assigned to the following classifications: Building Maintenance Foreman, Grounds Maintenance Foreman, Natural Resource Foreman, Equipment Maintenance Foreman, Golf Course Superintendent, Inventory Coordinator/Central Stores Supervisor, Park Maintenance General Foreman, Park Operations Supervisor, Natural Resource General Foreman, Survey Chief, Supervising Interpreter, Assistant Park Superintendent, Park Maintenance Supervisor, Police Commander, Police Lieutenant, Chief Accountant, Supervising Park Planner, Supervising Engineer and Supervising Graphic Designer and excludes all Superintendent/Department Head, professional, and non-supervisory employees; all Law Enforcement Officers, Corporals and Sergeants; all seasonal and part-time employees; the Administrative Office Support Specialist (Ex), Human Resources/Benefits Administrator, Director, Deputy Director, Executive Secretary to the Board, Controller and Administrative Services Manager, and all other employees.

ARTICLE 2  
NON-DISCRIMINATION

There shall be no discrimination as to age, race, sex, color, creed or country of origin, handicap or disability, political affiliation or union affiliation. The Employees Association and Bargaining Unit shall share equally with the Employer responsibility for applying this provision.

ARTICLE 3  
MANAGEMENT RIGHTS

Except as expressly and specifically limited by the provisions of this Agreement, the Authority retains and reserves all rights of management, which shall be exercised by the Authority in its sole discretion. Such rights include, by way of example but not limitation, the rights to the executive management and administrative control of the Authority, its properties and facilities and the activities of its employees; to hire, assign, schedule, promote and transfer employees, including the exercise of judgment as to requirements and qualifications; to determine the size and disposition of the work force, whether and by whom work will be performed and whether required work will be performed by Bargaining Unit employees or by others; to determine the equipment and facilities to be used; to affect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, demote and discipline employees for just cause; to lay off employees for lack of work or other good reason; to maintain efficiency and order, including the right to establish and enforce reasonable work rules and rules of conduct for all employees; to determine the locations of the Authority's parks, offices and other facilities.

- G. Employee must submit a report from the school that he has completed the class with a grade of "C" or better or "pass" in a pass/fail course.
- H. Employee will be reimbursed hundred percent (100%) for a "pass" in a pass/fail course or grade of "C" or better in a graded course. The amount of reimbursement shall be no more than \$3,000 for any calendar year.
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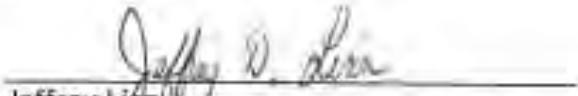
Should an employee marry within the five-year period prior to the employee's date of retirement, spouse and eligible dependent hospitalization coverage shall be continued only for the life of the retiree plus three years thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 6<sup>th</sup> day of June, 2013.

FOR THE EMPLOYEES' ASSOCIATION:



Garnet J. Potter III  
President, Employees' Association



Jeffrey Linn  
President, HCMA Supervisory Bargaining Unit

FOR THE HURON-CLINTON METROPOLITAN AUTHORITY:



Anthony Marocco  
Chairman



George Philfer  
Ex Secretary to the Board/Chief of Police

\_\_\_\_\_  
Lisa Dolan  
Controller



Carol Stone  
Administrative Services Mgr

**MINUTES  
BOARD OF COMMISSIONERS MEETING  
HURON-CLINTON METROPOLITAN AUTHORITY  
THURSDAY, FEBRUARY 14, 2013**

The regular meeting of the Huron-Clinton Metropolitan Authority's Board of Commissioners was held at 10:30 a.m. on Thursday, February 14, 2013 at the Administrative Offices. The meeting was convened in pursuance to a call thereof by the Executive Secretary and due notice was given to the HCMA Board of Commissioners.

Present:	Commissioners:	Anthony V. Marrocco John E. La Belle John C. Hertel Robert W. Marans Timothy J. McCarthy Harry E. Lester Jaye Quadrozzi
	Staff Officers:	
	Director	John P. McCulloch
	Deputy Director	Vacant
	Controller	Lisa Dolan
	Executive Secretary	George Phifer
Others:	Attorney	Michael McGee

The meeting was called to order by Chairman Marrocco at 10:38 a.m.

**1. Chairman's Statement**

Chairman Marrocco welcomed everyone to the February meeting and said the meeting would open with a Public Hearing to discuss the Community Recreation Plan.

**2. Public Hearing**

Marrocco said he was opening the hearing to give the interested public an opportunity to provide input on the five county community recreation plan. Marrocco said the Capital Improvement schedule was approved by the Board at its September 2012 meeting; that the plan provides structure to staff in the preparation of plans during the next five years; and that the plan provides funding for the completion of work in progress, land acquisition, renovation and redevelopment projects and capital improvement projects in the newer parks.

Toni Spears, HCMA volunteer said she wanted to thank the planning department for putting the plan online.

It was moved by Commissioner McCarthy, supported by Commissioner Marans that the Board of Commissioners close the Public Hearing on the Community Recreation Plan.

Motion carried unanimously.

**3. Public Comments**

Toni Spears, HCMA volunteer, read a statement: "Good morning, last November, the Board approved an organization plan for the Metroparks and this included the position of Interpretive Services Manager. This position became vacant with the retirement of Mike George the end of December, so I would like to ask for an update on the status of filling that position. Please recall that education is among the three missions of the Metroparks – the others being recreation and stewardship." Spears continued to say, "In spite of the willingness of park leaders to try to fulfill the need for education leadership, all have already been asked to stretch their responsibilities in response to recent substantial personnel cutbacks. Leaving the responsibilities of Interpretive Services Manager distributed to others means that the momentum built for community education will be eroded and diluted – and the strategic plan with respect to education efforts will not have central coordination or a voice at the table. The education mission of the Metroparks needs this position filled promptly.



Spears also read a statement related to the changes in the bylaws: "These bylaw revisions should all be carefully reviewed because they are substantial and are beyond those agreed at the special Board meeting in January. In particular, and among others, the proposed changes would: authorize the director to hire the controller with employment at will of the director rather than the board; eliminate the Board review for expenditures over \$10,000; and, eliminate the biannual report to the governor and the Board of County Commissioners."

Spears concluded with, "The Board should discuss all the revisions and should retain appropriate authority and oversight of expenditures. While it might be appropriate to raise the \$10,000 limit, a limit should be established where the Board would review these expenditures at the monthly meetings, and where these expenditures are also open for public comment before the Board.

Harley Rider, retired Metroparks police officer, said the information provided for purchasing 40 Glock's is not accurate and incomplete. Rider said he was going to speak about the model 27 listed in the Board packet, but was informed that was an error. Rider said he has more than four decades of law experience ranging from being a deputy, sergeant and commander with the Washtenaw County Sheriff's department and said would let his experience speak for itself. Rider said he was a lead firearms instructor with more than 16 years of competition.

Rider continued to say that this write-up reports it would save money which is not accurate. Rider said training would take at least two days, and the additional cost to purchase holsters and other equipment could cost an additional \$7,000. Rider continued to say he suggested the Board table this item until the Commissioners were given additional information.

#### **4. Minutes**

**A. January 10, 2013 – Regular Meeting Minutes**

**B. January 10, 2013 – Closed Session Meeting Minutes**

**C. January 22, 2013 – Special Meeting Minutes**

It was moved by Commissioner Marans, supported by Commissioner Hertel that the Board of Commissioners approve the Jan. 10, 2013 regular meeting and closed session minutes and the Jan. 22, 2013 special meeting minutes as submitted by Executive Secretary Phifer and staff.

Motion carried unanimously.

#### **5. Approval of February 14, 2013 Agenda**

It was moved by Commissioner La Belle, supported by Commissioner McCarthy that the Board of Commissioners approve the Feb. 14, 2013 agenda as recommended by Executive Secretary Phifer and staff.

Motion carried unanimously.

#### **6. Purchases**

Purchasing Buyer Maria van Rooijen requested the Board approve the following purchase:

##### **A. Golf Carts – Lake Erie**

- Award ITB-13-001 to the low responsive, responsible bidder, Midwest Golf & Turf in the amount of \$226,800.00 as recommended by Purchasing Agent van Rooijen and staff.

It was moved by Commissioner Lester, supported by Commissioner McCarthy that the Board of Commissioners approve the purchase as recommended by Buyer Maria van Rooijen and staff.

Motion carried unanimously.

#### **7. Approval of Consent Agenda**

Commissioner Marans requested the purchasing item for hand guns be moved to the regular agenda.

It was moved by Commissioner Lester, supported by Commissioner Hertel that the Board of Commissioners approve moving the purchasing item for hand guns to the regular agenda.

Motion carried unanimously.

It was moved by Commissioner La Belle, supported by Commissioner Marans that the Board of Commissioners approve the consent agenda.

Motion carried unanimously.

## **Regular Agenda**

### **Purchases**

- Handguns – Police Department

Commissioner Marans said he would like to have more information about the purchase of the handguns.

Director McCulloch said he would like Chief Phifer to respond to this question.

Chief Phifer said the purchase of the weapons would provide for better consistency in terms of training and cost savings would occur as a result of purchasing one type of ammunition, as opposed to buying several types of ammunition. In the police department, there are several types of weapons currently used by officers. These weapons range from .38-caliber revolvers, 9 mm pistols, .40-caliber and .45-caliber semiautomatic weapons. Phifer said it is the police department intent to phase in the purchase of weapons over time, until the whole department has transitioned to the same weapon. Phifer said additional equipment needed for this transition would not be listed as part of the purchase being presented. That information would be listed in other accounts and would be added to the budget as the police department continues to phase in the new weapons.

Phifer said he has also been a firearms instructor and said he feels comfortable with this purchase meeting the organizations needs. Also, additional savings would be realized due to asking new 0-80 officers (seasonal, part-time officers) to purchase the .40-caliber Glock.

It was moved by Commissioner Lester, supported by Commissioner Hertel that the Board of Commissioners award ITB No 13-002 to the low responsive, responsible bidder, CMP Distributors in the amount of \$16,360.00 as recommended by Purchasing Agent van Rooijen and staff.

Motion carried unanimously.

## **8. Reports**

### **A. Lake St. Clair**

#### **1. Bids – Parking Lot Redevelopment**

Supervising Design Engineer Laura Martin reported that work was to include reconstruction of 11,000 square yards of the Main Parking Lot and Park Road, construction of a new storm water conveyance system to redirect storm water flows from the Black Creek to the Point Rosa Marsh, construction of a new parking lot at the Nature Center, pavement sealing and new pavement marking on existing pavement surfaces not to be reconstructed in this project.

Martin said the Authority has received two grants with combined totals of \$1.5 million for the completion of this project from the U.S. Environmental Protection Agency, under the Great Lakes Restoration Initiative.

It was moved by Commissioner Marans, supported by Commissioner Lester that the Board of Commissioners award Contract No. 502-12W to the low responsive, responsible bidder, Dan's Excavating, Inc. in the amount of \$3,028,189.18 and that \$70,000.00 of Capital Improvement funds be returned to Fund Balance as recommended by Supervising Design Engineer Martin and staff.

Motion carried unanimously.

## 8. Reports

### B. Kensington

#### 1. Approval – City of Dearborn Easement Agreement

Chief of Planning Sue Nyquist reported that the city of Dearborn (City) is the recipient of a Michigan Natural Resources Trust Fund (MNRTF) grant for the purposes of constructing a trail to provide access from its Camp Dearborn property to the Milford/Kensington Trail.

Nyquist said a grant of easement by the Authority to the City is required to satisfy the MDNR's requirement that the City as MNRTF grant applicant has adequate control of the land underlying the project. The Authority will retain all rights of access and control necessary for its purposes.

Nyquist said a draft easement agreement conveying non-perpetual and exclusive right to construct, operate, maintain, repair, and/or replace a recreational non-motorized trail extension at Camp Dearborn within the easement across and through land owned by the Metroparks was attached for the commissioners in the Board packet.

It was moved by Commissioner La Belle, supported by Commissioner Quadrozzi that the Board of Commissioners approve the Non-Perpetual Easement as recommended by Chief Planner Nyquist and staff.

Motion carried unanimously.

#### 2. Proposal – Metal Roof Snow Retention System Installation

Supervising Design Engineer Martin reported that after the completion of the Golf Starter Building, it was discovered that additional coverage for snow retention on the existing metal roofing system (installed under the building contract completed this spring) was necessary to protect park patrons around the building exterior for cross country ski activities.

Martin said the snow retention system must be furnished and installed by the original roof installation company in order to retain the warranty on the metal roof system. Martin said staff requested and received a proposal from the original installer, Professional Roofing Services, Inc., of Romeo in the amount of \$11,750 to do this work.

It was moved by Commissioner McCarthy, supported by Commissioner Hertel that the Board of Commissioners accept the proposal from Professional Roofing Services, Inc., for snow retention system additions in the amount of \$11,750 as recommended by Supervising Design Engineer Martin and staff.

Motion carried unanimously.

### C. Administrative Office

#### 1. Designation of Fund Balance for 2012

Controller Dolan reported that the following are recommendations for the 2012 designation of Fund Balance as required under GASB 54.

##### Fund Balance 2012

##### **Assigned Fund Balance:**

Compensated Balances (sick and vacation)	\$3,645,928
2013 Operating Requirement	5,841,100
Retiree Health Care ARC 2013	2,460,000
Pension Contribution 2013	2,579,654
Technology Upgrade:	
Hardware	550,000
Software	400,000
Consultant	50,000
Lake St. Clair Marina (Grant Requirement)	90,430

##### **Committed Fund Balance:**

Land	5,428,900
Encumbrances	405,245

Legal Claims  
Capital Projects

500,836  
7,000,000

It was moved by Commissioner McCarthy, supported by Commissioner La Belle that the Board of Commissioners approve the above Fund Balance Commitments and Assignments for 2012 as recommended by Controller Dolan and staff.

Motion carried unanimously.

## 8. Reports

### C. Administrative Office

#### 2. Appointments – Pension Committee and Retiree Health Care Trust Board of Trustees

Pension Trustee/Retiree Trust Administrator Dolan reported that there are six 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 “at large” Board of Commissioners, the Authority director, a POAM representative; and an Employee Association representative

Dolan said since former Commissioner McCulloch served as an “at large” member, but then was appointed as Director, an “at large” Board of Commissioner position is now vacant on these two Boards.

It was moved by Commissioner La Belle, supported by Commissioner Hertel that the Board of Commissioners appoint Commissioner McCarthy as the new “at large” Board member to the Authority’s Pension Committee and Health Care Trust Board as recommended by Controller Dolan and staff.

Commissioner McCarthy abstained.

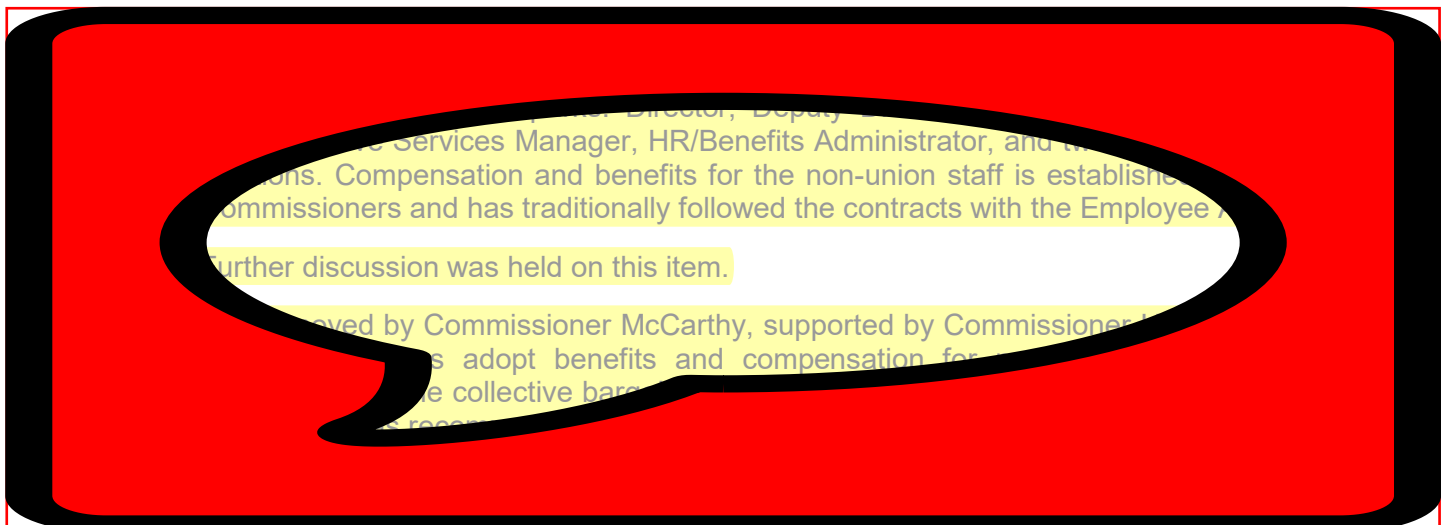
Motion carried.

#### 3. Resolution – Approval of Community Recreation Plan

Chief Planner Nyquist reported that in order to be eligible for Federal and State Grant programs, every community must have an approved Community Recreation Plan (Plan) on file with the state of Michigan. The Plan must be adopted by a Resolution of the governing body that has the final authority on recreational expenditures. Nyquist said the Action plan is essentially the approved five-year capital program. The Action Plan was approved by the Board of Commissioners at a Sept. 19, 2012 Special meeting.

It was moved by Commissioner Marans, supported by Commissioner Quadrozzi that the Board of Commissioners approve the Resolution for the Community Recreation Plan as recommended by Susan Nyquist, Chief Planner and staff.

Motion carried unanimously.



## 8. Reports

### C. Administrative Office

#### 5. Proposed Bylaw Amendments

Director McCulloch reported that after the Jan. 22 special meeting, he met with Legal Counsel Michael McGee to discuss proposed changes to the bylaws. McCulloch said he wanted to address some procedural items regarding the checks and balances. McCulloch said that there are a number of Policy Issues in the bylaws that should be incorporated into a separate policy document, and that should be reviewed and approved by the board. McCulloch said, although historically, the Board has appointed the controller, he said he feels he needs to evaluate that person annually. McCulloch said he would also like to consolidate the annual report and the biannual report into one report for reporting purposes to the state.

Further discussion was held.

Commissioner McCarthy said he would like to make a motion to table this until the Board has a chance to review the policy.

Commissioner Lester said he had questions regarding the bylaw changes and has not received a return call from legal counsel, Mike McGee.

Commissioner Marrocco advised legal counsel Michael McGee to return calls of any Commissioner within 24 hours of receiving their phone call.

McCarthy withdrew his earlier motion.

Director McCulloch said that he would bring the bylaws back to the Board for review, in conjunction with a separate policy document at the April 2013 commissioner meeting, and highlight any changes being recommended.

#### 9. Other Business

Director McCulloch asked that the Board approve the price changes for the 2013 golf rates.

Director McCulloch said he asked staff to look into putting together a business plan for some of the golf courses. McCulloch also said he was presenting a proposal submitted by Bill Fountain and Bruce Matthews to work with Sue Nyquist and staff to take a look at all of the golf courses.

Commissioner Quadrozzi said she would agree for staff to pursue this, and ask that there be some sort of presentation. The Board needs to know the return on investment (ROI) and what the courses will yield. Quadrozzi said she would like to see the specific recommendation.

After further discussion, Director McCulloch stated that he would provide the commissioner with additional information, and bring this matter back to board for further discussion.

#### 10. Director's Comments

None

#### 11. Commissioner Comments

Commissioner Lester thanked and praised Denise Semion, chief of communications, for the website.

Commissioner McCarthy left the meeting at 12:07 p.m.

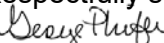
#### 12. Motion to Adjourn

It was moved by Commissioner Hertel, supported by Commissioner Quadrozzi that the Board of Commissioners adjourn the regular meeting.

Motion carried.

The meeting adjourned at 12:09 p.m.

Respectfully submitted,

  
George Phifer  
Executive Secretary

d. 2013 Restatement (and Board of Commissioners Resolution and Amendment 1 thereto)

***HURON-CLINTON***

***METROPOLITAN AUTHORITY***

***EMPLOYEES' RETIREMENT PLAN***

***AND TRUST AGREEMENT***

AS AMENDED AND RESTATED

EFFECTIVE OCTOBER 1, 2013

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***TWENTY-SEVENTH RESTATEMENT OF THE HURON-CLINTON METROPOLITAN  
AUTHORITY EMPLOYEES' RETIREMENT PLAN***

PREAMBLE

WHEREAS, HURON-CLINTON METROPOLITAN AUTHORITY (the "Authority"), is a Michigan public body corporate (sometimes referred to as the "Plan Sponsor"), adopted a retirement plan intended to be "tax-qualified" as that term is used in the Internal Revenue Code of 1986, as amended, for the benefit of its eligible employees, effective October 1, 1952 and now known as the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT PLAN ("Plan"); and

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

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

WHEREAS, the Plan was most recently restated with the Twenty-Sixth (Restatement) Amendment thereto and has been amended six (6) times subsequent to the adoption thereof; and

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

WHEREAS, by resolution dated December 13, 2012, the Authority has restricted participation to employees hired before January 1, 2013; and

WHEREAS, Article Eleven, Section 11.2 of the Twenty-Sixth Restatement grants the Authority the power to amend and restate the PLAN in its entirety, in the manner and to the extent hereinafter set forth and the TRUSTEE is amenable to such amendment and restatement.

THIS AGREEMENT, as to the amendment and restatement of the Plan will not affect such prior Pension Trust Agreement provisions except as specifically stated herein.

THIS AGREEMENT shall not nor does it affect the rights and benefits of any former Employee who retired, died or otherwise terminated employment with the Authority before October 1, 2013, except as specifically stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Authority hereby amends and restates the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' RETIREMENT PLAN, effective as of October 1, 2013 (except as otherwise noted) in the following manner:

## ARTICLE 1- DEFINITIONS

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

1. *ACTUARIAL EQUIVALENT* means for all options specified in the Plan, the Unisex Pension-1984 Table will be used based on an interest rate of 7½% unless stated otherwise. In the case of a permitted single-sum payment, the Unisex Pension-1984 Table will be used based on the Pension Benefit Guaranty Corporation interest rate for Normal Retirement Benefits published approximately thirty (30) days prior to the payment of the benefit. Effective for the Park Superintendent/Department Head and Police Officers Association of Michigan Park Rangers Units as of February 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Supervisory and Professional Units as of March 10, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Non-Supervisory Units as of July 14, 1994, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%. Effective for the Seasonal Employees as of January 1, 1994 and ending December 31, 2013, in the case of a permitted single sum payment, the Unisex Pension-1984 Table will be used based on an interest rate of 8%.
2. *ACTUARIAL GAIN* means the difference between an amount determined using the actuarial assumptions (*i.e.*, investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.
3. *ANNIVERSARY DATE* means for Plan Years beginning before January 1, 2014, October 1, and for Plan Years beginning after September 30, 2014, January 1 of each Plan Year thereafter.

4. *ANNUITANT OR RETIREE* means any Participant retired and receiving retirement income benefits under the Plan.
5. *AUTHORITY* means Huron-Clinton Metropolitan Authority, a public corporation organized and existing under the laws of the State of Michigan.
6. *BENEFICIARY* means any person or persons designated by a Participant to receive any benefits which may be payable under the Plan upon or after the Participant's death.
7. *BOARD OF COMMISSIONERS* means the Board of Commissioners of the Authority, as constituted from time to time.
8. *CODE* means the Internal Revenue Code of 1986, as amended.
9. *COMMITTEE* means the Pension Committee or Committee which will direct the general administration of the Plan in accordance with the provisions hereof.
10. *COMPENSATION RATE* means an Employee's regular or basic rate of pay (e.g. hourly, daily, weekly, monthly or annual, including any amounts deferred) on the August 1 next preceding the Effective Date and on the August 1 next preceding each Anniversary Date thereafter and will be exclusive of bonuses, overtime pay or other extra compensation of any kind.

For years beginning after December 31, 1988, the annual compensation of each Participant taken into account under the Plan shall not exceed two hundred thousand dollars (\$200,000). This limitation shall be adjusted by the Secretary at the time and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year and the first adjustment to the two hundred thousand dollar (\$200,000) limitation is effected on January 1, 1990.

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

For years beginning on or after January 1, 1994, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination

period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with Code Section 401(a)(17)(B).

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

For Plan Years beginning on or after January 1, 1996, any reference in this Plan to the limitation under Code Section 401(a)(17) shall mean the OBRA'93 annual compensation limit set forth in this provision.

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

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

- (a) the Participant's accrued benefit determination with respect to the benefit formula applicable for the Plan Year beginning on or after January 1, 1996, as applied to the Participant's total years of Service taken into account under the Plan for the purposes of benefits accruals, or
- (b) the sum of:
  - (i) the Participant's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1996, frozen in accordance with Section 1.401(a)(4)-13 of the regulations, and

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

A Code Section 401(a)(17) Participant means a Participant whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1996, is based on compensation for a year beginning on or after January 1, 1996, that exceeded \$150,000.

For Plan Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account in determining all benefits provided under the Plan for any determination period shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year. For Limitation Years beginning after December 31, 1997, Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under Code Section 125(a) Code Section 457(b). For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

- 11. *DISABILITY RETIREMENT DATE* means the first day of the month next following the date such Participant is approved and notified as being eligible for disability benefits for disability benefits as determined by the Social Security Administration ("SSA"). The SSA determined effective date for benefits is not the Disability Retirement Date where the SSA effective date occurs prior to the date of such notification.
- 12. *EARLY RETIREMENT DATE* means the first day of the month next following the date such Participant terminates employment with the Authority subsequent to his fifty-fifth (55th) birthday (but prior to his Normal Retirement Date) and after having completed ten (10) or more years of Service.
- 13. *EFFECTIVE DATE of this Plan* means October 1, 1952. Except as otherwise provided, this Restatement is effective October 1, 2013.
- 14. *ELIGIBILITY DATE* means the Anniversary Date on which the Employee first becomes eligible to become a Participant under the Plan.



15. *EMPLOYEE* means any person employed and classified by the Authority on a full-time basis who was hired and started employment with the Authority before January 1, 2013 and Part-Time Seasonal Employee hired before January 1, 2014. Full-Time Employees are those regularly scheduled to work at least 40 hours in any one calendar week. Retired employees, Provisional employees (that is, persons employed and compensated for not more than 1500 hours in a calendar year and receive no benefits), persons employed on a retainer or fee basis, and persons on the Board of Commissioners who are not regular Full-Time Employees will not be included within the meaning of “Employee”. For these purposes, an Employee is an individual whom the Authority exercises control over the hiring, firing, discipline and promotion of, as well as controls when, where and how the worker performs his or her job. In the event an individual whom the Authority has classified as an independent contractor is subsequently determined, by a court of competent jurisdiction, to be a common law employee, such determination shall be effective for the purposes of this Plan only as of the first day of the first Plan Year after such determination. Employee shall mean any Full-Time Employee of the Authority or of any other employer required to be aggregated with such employer under Code Sections 414(b), (c), (m) or (o). The term Employee shall also include any leased employee deemed to be an employee of any employer described in the previous paragraph as provided in Code Sections 414(n) or (o). The term “leased employee” means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. A leased employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross

income under Code Sections 125, 402(e)(3), 402(h)(1)(B) or 403(b), (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent of the recipient's nonhighly compensated workforce.

16. *ESTIMATED SOCIAL SECURITY BENEFIT* for leveling option only means an estimate of the annual Primary Social Security Benefit to which an Employee would be entitled as of attainment of age sixty-two (62) based on the assumptions that:
- (a) The Employee has been continuously covered under the Social Security Act since the later of 1951 or the Employee's twenty-first (21st) birthday.
  - (b) The Employee's compensation for the calendar year preceding his date of termination of employment was equal to his annualized Compensation Rate for such year.
  - (c) For each calendar year prior to each year in (b), such compensation shall be assumed to have changed in proportion to the national average wage determined by the Social Security Administration for a particular year. An estimate of such wage shall be made only for years for which a national average wage has not been determined.
  - (d) The Employee shall be deemed to have received no remuneration for Social Security purposes subsequent to the December 31 coincident with or immediately preceding the date of termination of employment.

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

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

18. *HIGHLY COMPENSATED EMPLOYEE AND NON-HIGHLY COMPENSATED EMPLOYEE* is an Employee who is not a Highly Compensated Employee. The term highly compensated employee means any employee who, for the preceding year, had compensation from the Authority in excess of \$80,000. The \$80,000 amount shall be adjusted at the same time and in the same manner as under Code Section 415(d), except that the base period shall be the calendar quarter ending September 30, 1996. For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year. The determination of whether a former employee is a highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Section 1.414(q)-1T, A-4 of the temporary Income Tax Regulations and Notice 97- 45. In determining who is a Highly Compensated Employee, the Authority makes a top paid group election. The effect of this election is that an employee with compensation in excess of \$80,000 (as adjusted) for the look-back year is a Highly Compensated Employee only if the employee was in the top-paid group for the look-back year. In determining who is a Highly Compensated Employee, the Authority makes a calendar year data election. The effect of this election is that the look-back year is the calendar year beginning with or within the look-back year.
19. *MONTHLY COMPENSATION* will be determined as follows:
- (a) For each Employee paid on an hourly basis, 173.333 multiplied by his hourly Compensation Rate.
  - (b) For each Employee paid on a bi-weekly basis, 2.167 multiplied by his bi-weekly Compensation Rate.
  - (c) For each Employee paid on an annual basis, .083 multiplied by his annual Compensation Rate.
20. *NORMAL RETIREMENT AGE* means a Participant's 65<sup>th</sup> birthday.
21. *NORMAL RETIREMENT DATE* means the first day of the month coincident with or next following his 65<sup>th</sup> birthday.

22. *PARTICIPANT* means an Employee who has joined the Plan as provided in Article 2 prior to January 1, 2013 or, if applicable as to Seasonal Employees hired before January 1, 2014, Article 14 hereof.
23. *PLAN YEAR* means the twelve (12) consecutive month period corresponding to the Authority's taxable year, ending every December 31, commencing on January 1, 2015, after a short Plan Year of October 1, 2014 through December 31, 2014. The Limitation Year is the Plan Year.
24. *PLAN* means the Retirement Plan set forth in this instrument, as amended from time to time.
25. *SERVICE* means any period of full-time employment by the Authority as an Employee as shown by the records of the Authority and as defined in Article 2 or, if applicable, Service as defined in Article 14.
26. *SOCIAL SECURITY RETIREMENT AGE* means the age used as the retirement age for an Employee under Section 216(1) of the Social Security Act.
27. *TOTALLY AND PERMANENTLY DISABLED* means a Participant who applies and qualifies for disability benefits as determined by the Social Security Administration.
28. *TRUSTEE* means the Trustee named herein, and any duly appointed Successor Trustee. Masculine gender will include the feminine, and wherever appropriate, the singular will include the plural or the plural may be read as the singular.

It is noted that certain technical terminology is used throughout this document to comply with various regulatory requirements in order to maintain the Plan's tax qualified status. As specified in Section 8.3, the Pension Committee will construe the terms of this document, including disputed or doubtful terms, even if there is a judicial determination that a previous interpretation of the same Plan terms were arbitrary or capricious.

## ARTICLE 2 - PARTICIPATION

### 2.1 ELIGIBILITY REQUIREMENTS

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

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

The Anniversary Date on which an Employee becomes eligible to participate under the Plan is hereinafter referred to as the Employees' "Eligibility Date".

### 2.2 SERVICE

- (a) Except as may be adjusted by reason of Section 2.4, Service Commencement Date is the most recent full-time employment date by the Authority.
- (b) Service Termination Date is the date on which continuous service with the Authority is broken by reason of termination of employment with the Authority, death, loss of re-employment rights following a military leave of absence, or the last date paid by the Authority or receipt of notice of the determination of permanent Disability by the Social Security Administration. A Service Termination Date shall be the earlier of the last date for which the Employee is compensated by the Authority or their Date of Retirement.
- (c) Service is the amount of full-time employment, computed to the nearest month with paid employment for at least one hour in a month equaling one month, between the Service Commencement Date and the Service Termination Date.

### 2.3 BREAK IN SERVICE AND SERVICE TERMINATION

A "Break in Service" will occur when an Employee terminates their employment with the Authority and is re-employed within twelve (12) months of their Service Termination Date. Service will not be recognized with respect to the period during which Employee was not employed by the Authority. Employees that incur a Break In Service are eligible to receive Benefits under this Plan. A "Service Termination" will occur when an Employee terminates their employment with Authority and is not re-employed within twelve (12) months of their service Termination Date.

#### 2.4 REINSTATEMENT OF SERVICE

A “Reinstatement of Service” occurs when an Employee that has terminated their employment with the Authority and is then re-employed twelve (12) months after their Service Termination Date. Employees that are reinstated twelve (12) months after their Service Termination Date are eligible for the Authority’s defined contribution retirement plan only as of the date of such rehiring.

#### 2.5 INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES

Notwithstanding anything contained herein to the contrary, the Executive Director’s Service with any county that is a member of the Authority shall be used in determining his or her Service for benefit and vesting purposes under this Plan.

## **ARTICLE 3 - BENEFITS**

### **3.1 NORMAL FORM - LIFE ONLY**

- 3.1.1. The normal form of benefit at retirement will be a monthly life annuity payable to the Participant commencing on his Normal Retirement Date or any other retirement date, and terminating with the last payment preceding his death. A Participant may elect, in lieu of the normal retirement benefit, any optional mode of payment as specified in Section 3.6.
- 3.1.2. The retirement benefit on the normal form to which each Participant may become entitled under the Plan will be determined in accordance with the following formula, to a maximum of 71 % of Final Average Earnings as applicable: 2.0% of Final Average Earnings for each year of Service or fraction thereof at retirement.
- 3.1.3. Benefits computed under the foregoing formula will be subject to a minimum of \$291.12 per month on the normal form, but if the Participant will have completed less than 25 years of Service at retirement, such benefit will be subject to a reduction of 1/25 for each year of Service, or fraction thereof, less than 25 at retirement. Benefits will be paid only at Normal Retirement Age, or on death, disability, termination of employment, Plan termination, or attainment of age 62.
- 3.1.4. All Benefit calculations of each option available to the Employees under this Plan will be computed by an actuarial consultant selected and under contract with the Authority as selected by the Pension Committee.

### **3.2 OPTIONAL MODES OF PAYMENT**

#### **(a) Joint Annuity Option**

A married Participant will have the option to convert the normal form of retirement (life only) into a reduced retirement benefit for himself, with the provision that 100% or 50% of such reduced retirement benefit, according to his election, will be continued to his Spouse, if such Spouse is living at the time of the Participant's retirement. Spouse means the person the Participant is married to at the time of such termination based on the law of the place of celebration. The 100% Joint Annuity Option may be elected with 120 monthly payments guaranteed. Effective January 1, 1994, if a Participant's spouse dies before the

Participant and after benefits commence, the retirement benefit payable to the Participant shall be converted back to the normal form of retirement and such normal form of retirement shall be payable to the Participant commencing on the first day of the month coincident with or next following such spouse's death. This provision is applicable to all Participants for spousal deaths that occur on or after January 1, 1994.

(b) Period Certain Option

A Participant will have the option to convert the normal form of retirement (life only) into a retirement benefit payable as long as he lives, but guaranteed for a period of ten or fifteen years, according to his election, beginning on the date retirement payments commence. If the Participant dies before expiration of the guaranteed period, such payments will be continued to a designated beneficiary, or, in the absence of a surviving designated beneficiary, the commuted value of such payments will be paid to the Participant's estate in one single-sum. If the designated beneficiary should die after having received at least one payment and if further payments are due after his death, such further payments will be made to any person designated by the Participant as an alternate beneficiary or, in the absence of an alternate surviving beneficiary, the commuted value of such payments will be paid to the estate of the last surviving beneficiary in one single-sum.

(c) Single-Sum Option

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

(d) Social Security Leveling Option

A Participant who is eligible for Early Retirement and who retires prior to attainment of age 62 will have the option to convert the 100% joint annuity option form, the ten year period certain option, or the normal form of retirement benefit



(life only) into an increased monthly benefit payable for each month prior to the Participant's attainment of age 62 and a reduced monthly benefit payable thereafter according to the form of benefit elected. The amount of monthly benefit will be determined as follows:

- (i) The increased monthly benefit payable prior to the Participant's attainment of age 62 will equal the sum of (A) and (B) where:
  - (A) is the Participant's Early Retirement benefit, adjusted for the 100% joint annuity option, if applicable, and calculated as if this Social Security Level Income Option had not been elected; and
  - (B) is the Estimated Social Security Benefit as determined in accordance with Article I, Section 16, reduced to an Actuarially Equivalent amount based upon the number of months the commencement date of the Early Retirement benefit precedes the first day of the month following the date the Participant attains age 62.
- (ii) The reduced monthly benefit payable subsequent to attainment of age 62 shall be equal to the benefit calculated in (A) above minus the Estimated Social Security Benefit without the reduction for early commencement provided in (B) above.

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

### 3.3 CREDITED DEFERRED RETIREMENT

The retirement benefit to which a Participant who elects to remain an Employee of the Authority after Normal Retirement Date will be entitled to is the amount determined under the foregoing formula with Service and Final Average Earnings to such actual retirement.

### 3.4 EARLY RETIREMENT

- (a) Prior to January 1, 2002: The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early

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

(b) On or after January 1, 2002:

The retirement benefit to which a Participant who qualifies for and elects Early Retirement will be entitled is the amount determined under the foregoing formula, but based on such Participant's Service to his Early Retirement Date.

In accordance with Section 5.1, the Early Retirement Benefit may be elected to commence at the Early Retirement Date or on any intervening date up to and including Normal Retirement Date. Participants so eligible but who have less than twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to Normal Retirement Date, will have their benefit reduced by one-half of one percent ( $1/2$  of 1%) for each month by which the elected benefit payment commencement date precedes Normal Retirement Date. Participants so eligible and who have at least twenty-five (25) years of Service on their Early Retirement Date and who elect benefit payments to commence prior to the first day of the month coincident with or next following their sixtieth (60<sup>th</sup>) birthday, will have their benefit reduced by one-half of one percent ( $1/2$  of 1%) for each month by which the elected benefit payment commencement date precedes their sixtieth (60<sup>th</sup>) birthday. Participants so eligible and who have twenty-five (25) or more full years of Service on their Early Retirement Date and who elect benefit payments to commence on or after the first day of the month coincident with or next following their sixtieth (60<sup>th</sup>) birthday, will not have their benefit subject to reduction for election of a benefit payment commencement date prior to Normal Retirement Date. Effective January 1, 1997, Participants eligible for Early Retirement will have their benefits reduced, as set forth above, prior to application of the maximum of 71% of Final Average Earnings, The Early Retirement Benefit payable shall be the lesser of the 71% maximum of Final Average Earnings or the benefit calculated disregarding the maximum, but reduced as set forth above.

(c) Effective April 1, 2012:

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

Department Head Unit  
Supervisory Unit  
Professional Unit  
Non-Supervisory Unit

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

- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date.
  - (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.
  - (iii) Participant must complete valid retirement application on or after April 1, 2012 and prior to June 30, 2012.
- (d) Effective February 1, 2013:
- Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to April 30, 2013 and is employed in the Huron-Clinton Metropolitan Authority Rangers (Police Officers) bargaining unit will be offered a one-time irrevocable election to retire under the following conditions:
- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date;
  - (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings; and
  - (iii) Participant must complete valid retirement application on or after February 1, 2013 and prior to April 30, 2013.

### 3.5 DEFERRED RETIREMENT BENEFITS

A Participant who defers retirement in accordance with the provisions of Section 3.2, or 3.3 will, beginning on his deferred retirement date, receive the adjusted retirement benefit under any option he may have elected. Provided, however, that any Participant whose Actuarial Equivalent

single sum payment value of his benefit is equal to or less than \$10,000 may elect to receive his benefit as an immediate cashout under Section 5.2.

### 3.6 DISABILITY RETIREMENT

The retirement benefit to which a Participant who qualifies and applies for Disability Retirement will be entitled is the amount determined under the normal formula, based on such Participant's Service to his Disability Retirement Date, without reduction for Early Retirement. The initial determination of Total and Permanent Disability by the Social Security Administration will be deemed to be final and conclusive.

### 3.7 COORDINATION OF BENEFITS

#### (a) Short Term and Long Term Disability

The Monthly Disability Retirement Benefit will be reduced by the amount of any benefits received under the Short Term Disability Benefit and the Long Term Disability Insurance provided by the Authority.

#### (b) Workers' Compensation Benefits

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

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

If Workers' Compensation is not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly pension benefits first become payable, then an equivalent monthly amount of such award

shall be computed, for purposes of this section, at 4 1/3 times the amount of the weekly Workers' Compensation benefit provided by the applicable statute for the Retired Participants and the Retired Participants' dependents. The total Workers' Compensation award shall be divided by such computed equivalent monthly amount to determine the number of months and fractions of months during which monthly retirement benefits shall be reduced or suspended all together.

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

### 3.8 DEATH PRIOR TO RETIREMENT

- (a) Notwithstanding any other provisions of the Plan, no benefits are payable from the Plan in the event a Participant dies with less than twenty-five (25) years of Service as of the Anniversary Date of the calendar year of death, and such death is prior to the date on which his retirement benefit or deferred retirement benefit is to commence.
- (b) The death benefit payable to the spouse of a Participant with at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1 reduced to the Actuarial Equivalent of a 50% Joint Annuity Option (as described in Section 3.6(a)) with 120 monthly payments guaranteed. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue as long as such Participant's spouse lives, but guaranteed for a period of 120 months beginning on the date the death benefit payments commence under the conditions set forth herein. If such spouse dies before expiration of the 120 month guaranteed period, such payments will continue to a designated beneficiary who must be a legal dependent of the Participant as of the date of death. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. If there is no such designated beneficiary, payments shall cease upon the death of the spouse.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

- (c) The death benefit payable to the legal dependent of a Participant who does not have a spouse but has at least twenty-five (25) years of Service as of the Anniversary Date prior to death is 50% of the amount determined under Section 3.1. If there is more than one (1) legal dependent, the payment shall be divided equally among such legal dependents. Such death benefit shall commence on the first day of the month coincident with or next following the Participant's death and continue for the lesser of ten (10) years or until each such legal dependent attains age twenty-five (25). As each such legal dependent attains age twenty-five (25), the share shall be distributed equally to each of the other eligible legal dependents.

During the 1994 calendar year, Participants with twenty-five (25) years of Service as of October 1, 1994 shall be given a one-time option of waiving the death benefit payable hereunder.

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

- (d) Election of Option 3.6(a), or of 3.6(d) with the 100% annuity, will be null and void in the event the joint annuitant's death occurs after the election in Section 5.1 becomes final, but before the date on which retirement benefits are to commence. A Participant subject to this provision may then elect, in addition to the normal form, either Option 3.6(b), 3.6(c), or 3.6(d) in the normal form. If a Participant subject to this provision fails to make a new election within a reasonable time after the death of the joint annuitant, he shall be deemed to have elected the normal form.

### 3.9 MAXIMUM RETIREMENT BENEFITS

#### Limitation on Benefits:

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

- (b) The Annual Benefit otherwise payable to a Participant at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to the extent necessary so that the benefit does not exceed the Maximum Permissible Benefit.
- (c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, this Plan's benefit accrual shall be limited.
- (d) This section shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Authority or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. This sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Income Tax Regulations.
- (e) The limitations of this section shall be determined and applied taking into account the "Other Rules" at the end of this Section 3.9.
- (f) Definitions.
  - (i) Annual Benefit: A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month,



before applying the limitations of this article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Section 1.401 (a)-20, Q&A 10(d), and with regard to Section 1.415(b)-1 (b)(1)(iii)(B) and (C) of the Income Tax Regulations.

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

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

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

- (A) Benefit Forms Not Subject to Code Section 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this section if the form of the participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).
  - (1) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form; and (b) a 5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1 for that annuity starting date.
  - (2) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of: (a) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the participant's form of benefit; and (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1 for that annuity starting date.

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

(1) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the participant's benefit occurs during a plan year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (a) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form; (b) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1; and (c) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in Plan Section 1.1 and the applicable mortality table defined in Plan Section 1.1, divided by 1.05.

However, effective for benefits with annuity starting dates during limitation years beginning after December 31, 2008, Subsection (B)(1)(c) of this section does not apply to a plan maintained by an eligible employer under Section 408(p)(2)(C)(i) (generally, an employer that had no more than 100 employees who received at least \$5,000 of compensation from the employer during the preceding year).

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

Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form; and (b) a 5.5 percent interest rate assumption and the applicable mortality table defined in Plan Section 1.1.

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

- (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1 for adjusting benefits in the same form (as provided under the terms of the Plan in effect as of the date of the distribution);
  - (b) the applicable interest rate defined in Plan Section 1.1 and the applicable mortality table defined in Plan Section 1.1 (as provided under the terms of the Plan in effect as of the date of the distribution); and
  - (c) the applicable interest rate defined in Plan Section 1.1 (as in effect on the last day of the last plan year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in Plan Section 1.1.
- (g) Defined Benefit Compensation Limitation: One hundred percent (100%) of a Participant's High Three-Year Average Compensation, payable in the form of a straight life annuity.

If a Participant has had a severance from employment with the Authority, the Defined Benefit Compensation Limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically

adjusted by multiplying the limitation applicable to the participant in the prior Limitation Year by the annual adjustment factor under Code Section 415(d) that is published in the Internal Revenue Bulletin. The adjusted compensation limit shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

In the case of a Participant who is rehired after a severance from employment, the Defined Benefit Compensation Limitation is the greater of 100 percent of the Participant's High Three-Year Average Compensation, as determined prior to the severance from employment, as adjusted pursuant to the preceding paragraph, if applicable; or 100 percent of the participant's High Three-Year Average Compensation, as determined after the severance from employment.

- (h) Defined Benefit Dollar Limitation: Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation under Code Section 415(d) shall not apply to Participants who have had a separation from employment.
- (i) Employer: For these purposes, employer shall mean the employer that adopts this Plan, and all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).
- (j) Formerly Affiliated Plan of the Employer: A plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and,

immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

- (k) **High Three-Year Average Compensation:** The average compensation for the three consecutive years of Service (or, if the Participant has less than three consecutive years of service, the Participant's longest consecutive period of Service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A year of Service with the Employer shall be the Plan Year. If a participant is rehired by the Employer after a severance from employment, the Participant's high three-year average compensation shall be calculated by excluding all years for which the Participant performed no services for and received no compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's Compensation for a year of Service shall not include Compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which such year of Service begins.
- (l) **Limitation Year:** The Plan Year. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.
- (m) **Maximum Permissible Benefit:** The lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required, as provided below).
  - (i) **Adjustment for Less Than 10 Years of Participation or Service:** If the Participant has less than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (a) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (b) the denominator of which is 10. In the case of a Participant who has less than ten years of

Service with the Employer, the Defined Benefit Compensation Limitation shall be multiplied by a fraction -- (a) the numerator of which is the number of Years (or part thereof, but not less than one year) of Service with the employer, and (b) the denominator of which is 10.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (m)(ii)(A), as modified by section (m)(ii)(C). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (m)(ii)(B), as modified by Subsection (m)(ii)(C).

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

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

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

(a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning

on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Plan Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

- (b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Subsection (m)(ii)(A)(2)(a) and the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 62, both determined without applying the limitations of this article.
- (c) Notwithstanding any other provisions of this Subsection (m)(ii)(A), the age-adjusted dollar limit applicable to a Participant shall not decrease on account of an increase in age or the performance of additional services.

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



- (1) Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate specified in Plan Section 1.1 and the mortality table (or other tabular factor) specified in Plan Section 1.1; or (b) a 5-percent interest rate assumption and the applicable mortality table as defined in Plan Section 1.1.
- (2) Limitation Years Beginning on or After July 1, 2007.
  - (a) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Plan Section 1.1 (and expressing the Participant's age based on completed calendar months as of the annuity starting date).
  - (b) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately

commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (m)(ii)(B)(2)(a) and the Defined Benefit Dollar Limitation (adjusted under Subsection (m)(i) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the plan to a hypothetical participant who is age 65 and has the same accrued benefit as the Participant.

- (C) Notwithstanding the other requirements of this Subsection (m)(ii) in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsection (m)(ii)(A)(1), (m)(ii)(A)(2)(a), (m)(ii)(B)(1), or (m)(ii)(B)(2)(a), no adjustment shall be made to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.
- (iii) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

- (A) the retirement benefits payable for a Limitation Year under any form of benefit as to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction — (1) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the Employer, and (2) the denominator of which is 10; and
  - (B) the Employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).
- (n) Predecessor Employer: If the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in this Plan. A former entity that antedates the Employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.
- (o) Severance from Employment: An Employee has a severance from employment when the Employee ceases to be an Employee of the Employer maintaining this Plan. An Employee does not have a severance from employment if, in connection with a change of employment, the Employee's new employer maintains this Plan with respect to the Employee.
- (p) Year of Participation: The Participant shall be credited with a Year of Participation for each accrual computation period for which the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later

than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

- (q) Year of Service: For purposes of Subsection (k), the Participant shall be credited with a Year of Service for each Plan Year in which he is employed by the Authority.

Other Rules:

- (r) Benefits Under Terminated Plans. If a defined benefit plan maintained by the Authority was terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a participant in that plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this article. If there are not sufficient assets for the payment of all participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the participant under the terminated plan.
- (s) Benefits Transferred From the Plan. If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan maintained by the Authority, and the transfer is not a transfer of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the transferred benefits shall not be treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan that is not maintained by the Authority and the transfer is not a transfer of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the transferred benefits shall be treated by the Authority's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Authority that terminated immediately prior to the transfer with sufficient assets to pay all participants' benefit liabilities under the plan. If a participant's benefits under a defined benefit plan maintained by the Authority are transferred to another defined benefit plan in a transfer of distributable

benefits pursuant § 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the amount transferred is treated as a benefit paid from the transferor plan.

- (t) Formerly Affiliated Plans of the Employer. A formerly affiliated plan of an employer shall be treated as a plan maintained by the Authority, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay participants' benefit liabilities under the plan and had purchased annuities to provide benefits.
- (u) Plans of a Predecessor Employer. If the Authority maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the Authority. However, for this purpose, the plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Authority and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the predecessor employer.
- (v) Special Rules. The limitations of this article shall be determined and applied taking into account the rules in § 1.415(f)-1(d), (e) and (h) of the Income Tax Regulations.
- (w) Aggregation with Multiemployer Plans.
  - (i) If the Authority maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this section.
  - (ii) Effective for Limitation Years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the

compensation limitation of Subsections (g) and (m)(i) to a plan which is not a multiemployer plan.

### 3.10 REQUIRED DISTRIBUTIONS

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

(a) Before Death.

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

(b) After Death.

In the situation where:

- (i) a Participant dies before his entire interest has been distributed to him, or
- (ii) distribution has been commenced in accordance with Section 3.10(a)(ii) to his surviving spouse and such surviving spouse dies before his entire interest has been distributed to such surviving spouse, his entire interest (or the remaining part of such interest if distribution thereof has commenced) will be distributed within 5 years after his death (or the death of his surviving spouse). The preceding sentence shall not apply if the distribution of the interest of the employee has commenced and such distribution is for a term certain.

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

### 3.11 RETIREE INCREASES

(a) Effective October 1, 1987

A former Participant who retired under the Plan prior to January 1, 1986 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement

benefit being received commencing October 1, 1987 and payable through the first day of the month in which the former Participant or Beneficiary dies.

The amount of the increase in the monthly retirement benefit shall be as follows:

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

(b) Effective July 1, 1993

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

- (i) a former Participant who retired before January 1, 1993 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the date of retirement to December 31, 1992, with any partial calendar year being counted as one year, multiplied by one percent (1%).
- (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a

percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).

- (iii) a former Participant who retired before January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1987 to July 1, 1993, with any partial calendar year being counted as one year, multiplied by one and one-half percent (1½%).
- (c) Effective April 1, 1998, a former Participant who retired under the Plan prior to January 1, 1997 and is receiving benefit payments, or the Beneficiary of such former Participant who is receiving continuation benefit payments under an option elected by such deceased former Participant, shall be eligible for an increase in the monthly retirement benefit being received commencing April 1, 1998 and payable through the first day of the month in which the former Participant or Beneficiary dies. The amount of the increase in the monthly retirement benefit shall be as follows:
  - (i) a former Participant who retired before January 1, 1997 and on or after January 1, 1986 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from the later of (i) January 1, 1993 or (ii) date of retirement to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one percent (1%)
  - (ii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 shall receive an increase in the monthly benefit equal to a percentage of such monthly benefit being received, such percentage being equal to the number of calendar years from January 1, 1993 to December 31, 1996, with any partial calendar year being counted as one year, multiplied by one and one-quarter percent (1¼%).



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

(d) Effective July 1, 2004

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

(i) a former Participant who retired before January 1, 2004 and on or after January 1, 1997 (and any Beneficiary of such former Participant) shall receive an increase in the monthly benefit otherwise payable, equal to a percentage of such monthly benefit, equal to one percent (1%) multiplied by the number of calendar years from the later of (i) January 1, 1997 or (ii) date of retirement to December 21, 2003 with any partial calendar year being counted as one year.

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

(iii) a former Participant who retired before January 1, 1986 and on or after January 1, 1976 (and any Beneficiary of such former Participant) shall receive an increase equal to ten and one half percent (10.5%) of such monthly benefit.

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

## ARTICLE 4 - CONTRIBUTIONS

### 4.1 PARTICIPANT'S CONTRIBUTIONS

(a) Pre-Tax Contributions

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

(b) Delivery of Pre-Tax Contributions

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

(c) Vesting of Pre-Tax Contributions

A Participant shall at all times be one hundred percent (100%) vested in his Pre-Tax Contributions Account.

### 4.2 AUTHORITY'S CONTRIBUTIONS

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

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

#### 4.3 IRREVOCABILITY

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

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

## ARTICLE 5- PAYMENT OF BENEFITS

### 5.1 APPLICATION

An option may be elected by a Participant (including a Participant entitled to a deferred pension pursuant to Section 6.2) not later than one hundred eighty (180) days before the first payment of the retirement benefit to him, by proper written application of the Participant to the Trustee. In the event that an option has been elected, a Participant may not rescind the election, nor may any change be made in the terms of the option or the effective date of the option unless such rescission or change is made at least one hundred eighty (180) days prior to the payment of the retirement benefit to him. At the time a Participant first elects any Option or elects or rejects any Option at any later date, satisfactory evidence of the Employee and Employee's beneficiary's date of birth is required; and evidence of matrimony may be required.

### 5.2 CASH OUTS

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

### 5.3 DIRECT ROLLOVERS

- (a) This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Authority, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) Definitions
  - (i) *Eligible rollover distribution* - An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- (ii) *Eligible retirement plan* - An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), (a "traditional IRA") or a Roth individual retirement account or annuity described in Section 408A (a "Roth IRA"); an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity; or to an annuity contract described in Code Section 403(b), if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
- (iii) *Distributee* - A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (iv) *Direct rollover* - A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) Automatic Rollovers

In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly, then the Authority will pay the distribution in a direct rollover to an individual retirement plan designated by the Authority. For purposes of determining whether a mandatory distribution is greater than \$1000, the portion of the Participant's distribution attributable to any rollover contribution is included. For purposes of this section, a nonspouse designated Beneficiary may elect a direct rollover of an eligible rollover distribution that occurs on or after December 30, 2010.

**ARTICLE 6 - VESTED BENEFITS**

**6.1 PARTICIPANT’S RIGHTS ON TERMINATION OF EMPLOYMENT**

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

**6.2 VESTED BENEFIT**

Upon such a termination for a reason other than death, or leave of absence, the terminated Participant will have a vested interest in the retirement benefit accrued to his date of termination which will be equal to the percentage shown in the following “Vesting Schedule”, of the total benefit determined by the number of years of Service.

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



### 6.3 DISPOSITION OF VESTED BENEFIT

Except as otherwise provided in Section 5.2, a Participant's vested benefit will be payable upon proper application as specified in Section 5.1, as of his Normal Retirement date, or at an earlier time, in accordance with the provisions of Section 3.3.

### 6.4 DISPOSITION OF FORFEITURES

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

## **ARTICLE 7 - LEAVE OF ABSENCE**

### **7.1 SICKNESS OR ACCIDENT**

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

### **7.2 MILITARY OR GOVERNMENT SERVICE**

If a Participant's active employment will be interrupted solely because of his entering the Armed Forces of the United States, such Participant will remain a Participant in all respects if he returns to active employment while he has reemployment rights pursuant to Federal law. Should such Participant fail to return to active employment within said time period, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Armed Forces. If such Participant does return to active employment within the time specified, then the entire period of his absence with the Armed Forces will be considered as a full period of participation under this Plan. If a Participant's active employment will be interrupted solely because of his entering, during either a period of national emergency or by reason of any peacetime draft act, the Government of the United States, such Participant will remain a Participant in all respects for a period of time

ending 180 days following his discharge from active service from said Government provided that he must not have voluntarily re-enlisted or consented to continue active Government service after the time when he would normally have been discharged from such active service. Should such Participant fail to return to active employment within said time period, and continue actively to be an Employee for one year or more following his return to employment, he will cease to be a Participant and his period of participation in the Plan for purposes of calculating the benefits under Article 6 will be calculated as though his employment had terminated on the date when he left the employment of the Authority to enter the Government. If such Participant does return to active employment within the time specified and remains actively an Employee for one year or more following his return, then the entire period of his absence with the Government will be considered as a full period of participation under this Plan. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than contributions relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death.

### 7.3 LEAVE OF ABSENCE WITHOUT PAY

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

## **ARTICLE 8 - PROVISIONS RELATING TO PENSION COMMITTEE**

### **8.1 MEMBERSHIP OF PENSION COMMITTEE**

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

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

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

### **8.2 ADMINISTRATION OF PENSION COMMITTEE AFFAIRS**

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

At least four (4) members of the Committee, one of whom must be either the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee or the President of the Huron-Clinton Metropolitan Authority Police Officers Association of Michigan or his appointee are required for a quorum. Each member of the Pension Committee is entitled to one

(1) vote on each question before the Pension Committee. At least four (4) concurring votes shall be required for a valid action by the Pension Committee. Either the Chairman or the Secretary may execute any certificate or other written direction on behalf of the Committee.

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

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

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

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

### 8.3 POWERS AND DUTIES OF PENSION COMMITTEE

The Committee, on behalf of the Participants and all other beneficiaries of the Plan, will enforce the Plan in accordance with the terms of this Trust Agreement, and will have all powers necessary to accomplish that purpose, including, but not by way of limitation, the following:

- (a) Under advice of counsel, the discretionary authority to construe the terms of the Plan on a consistent basis;
- (b) To determine all questions relating to the eligibility of Employees to become Participants;
- (c) To recommend the amount of contributions to be made by the Board of Commissioners;
- (d) To authorize all disbursements by the Trustee from the Trust;
- (e) To approve an asset allocation Plan for assets of the Trust, to be implemented by the Trustee;
- (f) To make and publish to the Employees of the Authority such rules for the regulation of the Trust as are not inconsistent with the terms of this Agreement;
- (g) To determine the amount of benefits which will be payable to any person in accordance with the provisions of the Plan. Any denial by the Committee of the claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the Committee and delivered or mailed to the Participant or Beneficiary; and such notice will set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In addition, the Committee will afford a reasonable opportunity to any Participant or Beneficiary whose claim for benefits has been denied for a review of the decision denying the claim; and
- (h) To delegate any of the above powers and duties to the Trustee and/or one Committee member.

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

#### 8.4 AUTHORITY OF THE PENSION COMMITTEE

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

- (a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan, which are retained by it or granted to it by this Article, to the Trustee; and
- (b) designate a person or persons other than the Pension Committee to carry out any of such powers, authority, or responsibilities;

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

#### 8.5 DISCRETIONARY AUTHORITY

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

## 8.6 ACTION OF THE PENSION COMMITTEE

Any act authorized, permitted, or required to be taken under the Plan by the Pension Committee and which has not been delegated in accordance with Section 8.4, may be taken by a majority of the members of the committee appointed to act on behalf of the Pension Committee, either by vote at a meeting, or in writing without a meeting, or by the employee or employees of the Pension Committee designated by the committee to carry out such acts on behalf of the Pension Committee. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Pension Committee under the Plan shall be in writing and either posted at every employee bulletin board or signed by either (i) a majority of the members of the committee appointed to act on behalf of the Pension Committee or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Pension Committee in accordance with the provisions of this Section.

## 8.7 CLAIMS REVIEW PROCEDURE

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

Whenever a claim under the Plan is denied, whether in whole or in part, the Pension Committee shall transmit a written notice of such decision to the Claimant within 90 days of the date the claim was filed or, if special circumstances require an extension, within 180 days of such date, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of (i) the specific reasons for the denial of the claim, (ii) specific reference to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary, (iv) that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, (v) records and other information relevant to the Claimant's claim, a description of the review procedures and in the event of an adverse review decision, a statement describing any voluntary review procedures and



the Claimant's right to obtain copies of such procedures, and (vi) a statement that there is no further administrative review following the initial review. The notice shall also include a statement advising the Claimant that, within 60 days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Pension Committee a written request therefor, which request shall contain the following information:

- (a) the date on which the Claimant's request was filed with the Pension Committee; provided, however, that the date on which the Claimant's request for review was in fact filed with the Pension Committee shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;
- (b) the specific portions of the denial of his claim which the Claimant requests the Pension Committee to review;
- (c) a statement by the Claimant setting forth the basis upon which he believes the Pension Committee should reverse the previous denial of his claim for benefits and accept his claim as made; and
- (d) any written material (offered as exhibits) which the Claimant desires the Pension Committee to examine in its consideration of his position as stated pursuant to paragraph (c) of this Section.

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

#### 8.8 EXHAUSTION OF REMEDIES

No civil action for benefits under the Plan shall be brought unless and until the aggrieved person has (a) submitted a timely claim for benefits in accordance with this Article, (b) been notified by the Pension Committee that the claim has been denied, (c) filed a written request for a review of the claim in accordance with the preceding Section, (d) been notified in writing of an adverse

benefit determination on review, and (e) filed the civil action within 1 year of the date he receives a final adverse determination of his claim on review.

#### 8.9 ELIGIBLE DOMESTIC RELATIONS ORDERS

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

#### 8.10 ACTIONS BINDING

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

## ARTICLE 9 - PROVISIONS RELATING TO TRUSTEE

### 9.1 POWERS AND DUTIES OF TRUSTEE

The Trustee accepts the trusts hereby created, but only upon the terms and conditions of this Agreement, including the following:

- (a) Whenever in the administration of the Trust, a certification is required to be given to the Trustee, or the Trustee will deem it necessary that a matter be proved prior to taking or omitting any action hereunder, such certification will be duly made, and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee, signed in the name of the Authority, under its corporate seal, by its Chairman or Vice Chairman and by its Secretary; or (unless the matter will concern the authority of the Committee) by the Chairman or Secretary of the Committee; but in its discretion the Trustee may, in lieu thereof, accept other evidence of the matter or may require such further evidence as to it may seem reasonable. Generally, the Trustee will be protected in acting upon any notice, resolution, order, certificate, opinion, telegram, letter or other document believed by the Trustee to be genuine and to have been signed by the proper party or parties.
- (b) All monies deposited with the Trustee under any provisions hereof will be deposited by the Trustee with the Investment Managers selected by the Pension Committee. As soon as practicable after the Effective Date and after each Anniversary Date thereafter, the Trustee will, upon direction of the Committee, deposit with the Investment Managers selected by the Pension Committee amounts contributed by the Authority pursuant to Section 4.2. The Trustee will be under no duty to invest or have invested any monies deposited with the Investment Managers selected by the Pension Committee.
- (c) The Trustee may consult with legal counsel (who may be counsel for the Authority) with respect to the construction of the Trust Agreement or its duties thereunder, or with respect to any legal proceedings or any question of law; and will be fully protected with respect to any action taken or omitted by it in good faith pursuant to the advice of such counsel.

- (d) The Trustee will not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement, and will be entitled to withhold making payments or giving directions to the third party administrator responsible for the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Committee. In the event that any dispute will arise as to the identity or rights of persons entitled to benefits hereunder, the Trustee may withhold payment of benefits until such dispute will have been determined by arbitration or by a court of competent jurisdiction or will have been settled by written stipulation of the parties concerned.
- (e) All reasonable expenses of the Trustee incurred in the administration of the Plan and Trust shall be paid from the Trust unless the Authority elects to pay such expenses directly. The Authority further agrees to indemnify the Trustee against any liabilities which it may incur in the performance of its duties hereunder.
- (f) The Trustee will keep full records of the administration of the Trust, which the Committee will have the right to examine at any time during the Trustee's regular business hours. Within ninety (90) days following the close of each Plan Year, the Trustee will furnish the Committee with a statement of its account; and the Committee will promptly notify the Trustee in writing of its approval or disapproval thereof. Failure by the Committee to disapprove within sixty (60) days after its receipt of any such statement will be considered an approval thereof. The approval by the Committee of any statement of account will be binding, as to all matters embraced in the statement, on all parties to this Agreement, and on all Participants and their designated beneficiaries to the same extent as if the account of the Trustee had been settled and allowed in a proceeding for a judicial settlement of its accounts in any court of competent jurisdiction: Provided, however, that nothing herein contained will deprive the Trustee of its right to have its accounts settled by judicial proceedings, if it so desires. In any such judicial proceeding, all of the necessary and proper parties thereto will be the Trustee, the Authority and the Committee.

- (g) The Trustee is hereby authorized to execute all necessary applications, receipts and releases to the Investment Managers selected by the Pension Committee, and will be under the duty, upon being advised by the Committee that any proceeds have become payable hereunder, to give reasonable assistance to the beneficiaries designated therein collecting such sums as may appear to be due: Provided, however, that the Trustee will not be required to institute suit or maintain any litigation to collect such proceeds unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its satisfaction against its counsel fees and all other expenses and liabilities to which it may in its judgment be subjected by such action on its part: Provided, further, that the Trustee will be entitled, out of the proceeds, to reimbursement for expenses incurred in connection with enforcing payment of such proceeds. The Trustee is authorized, with the written approval of the Committee, to compromise and adjust claims upon such terms as it may deem just, and the decision of the Trustee will be conclusive upon all persons interested in the Trust. The Trustee will have no responsibility for the form, genuineness, validity, sufficiency or effect of any asset at any time included in the Trust, or for any act of the Authority, the Committee, a Participant or any other person which may render any such asset void, or if for any reason whatsoever (save for its own willful misconduct or gross neglect) any proceeds will become uncollectible.
- (h) The Trustee agrees to use reasonable diligence to be aware of and to comply with the applicable provisions of the Internal Revenue Code and other applicable laws and regulations issued thereunder affecting the terms of this Plan.
- (i) The Trustee will use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder; it will not be liable for any mistake in judgment or other action made or taken in good faith, or for any loss, unless resulting from its own willful misconduct or gross neglect; and it will not be required to give any bond or other security for the faithful performance of its duties hereunder.

## 9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE

- (a) The Trustee may resign at any time upon delivering to the Chairman of the Board of Commissioners or Secretary of the Authority a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof.
- (b) Any Trustee appointed hereunder may be removed by the Authority by resolution of its Board of Commissioners and by delivery of a certified copy of such resolution to the Trustee, together with written notice of removal, to take effect at a date specified therein, which will not be less than thirty (30) days after delivery of such notice to the Trustee: Provided, that no removal of a Trustee will become effective until all sums due hereunder to the Trustee for its compensation and expenses will have been paid to it, nor until the appointment by the Authority of a Successor Trustee to which the Trustee may transfer and deliver the Trust estate.
- (c) In case of the death, resignation or removal of the Trustee, the Trustee will have the right to a settlement of its accounts, which may be made at the option of the Trustee either (1) by judicial settlement in a proceeding instituted by the Trustee in any court of competent jurisdiction, in which proceeding all of the necessary and proper parties will be the Trustee, the Authority and the Committee; or (2) by agreement of settlement between the Trustee, the Authority and the Committee.
- (d) Upon such settlement, and payment to the Trustee of its expenses and compensation, the Trustee will transfer to the Successor Trustee the Trust estate as it may then be constituted, and true copies of such of its records as relate to the Trust, and will execute all documents necessary for transferring the contracts and rights under them; and the Trustee will thereupon be discharged from further accountability for all matters embraced in its settlement.
- (e) The Authority will, upon its receipt or giving of notice of the death, resignation or removal of a previously appointed Trustee forthwith appoint, by resolution of its Board of Commissioners, a bank or trust company organized under the laws of the United States or of a State thereof, or an officer of the Authority, as Successor Trustee. Any Successor Trustee so appointed may qualify as such by executing, acknowledging and delivering to the Authority, and to the resigning or removed Trustee, an instrument accepting such appointment; and thereupon such

successor, without further act, will become vested with all of the estate, rights, powers, discretion and duties of its predecessor Trustee with like effect as if originally named as Trustee herein.

## **ARTICLE 10 - GENERAL PROVISIONS**

### **10.1 NON-ALIENATION OF BENEFITS**

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

### **10.2 RIGHTS TO EMPLOYMENT**

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



## ARTICLE 11 - RIGHT TO AMEND OR DISCONTINUE PLAN

### 11.1 DISCONTINUANCE OF PLAN

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

### 11.2 AMENDMENT OF PLAN

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

- (a) That no amendment will increase the duties or liabilities of the Trustee or the Committee without their respective written consents;
- (b) That no amendment will have any retroactive effect so as to deprive any Participant or beneficiary of any benefit already accrued, save only that no amendment made in conformance to mandatory provisions of the Federal Internal Revenue Code or any other statute relating to employees' trusts, or any official regulations or rulings issued pursuant thereto, will be considered prejudicial to the rights of any Participant or beneficiary.

## ARTICLE 12 - PROVISIONS ON DISCONTINUANCE OF PLAN

### 12.1 TERMINATION

This Plan and Trust will terminate upon the happening of any of the following events:

- (a) Dissolution of the Authority; or
- (b) Discontinuance of the Plan by the Authority, upon notice delivered to the Trustee, executed by the Authority as prescribed in Section 9.1(a) and Article 11.

Upon termination or partial termination of the Plan all accrued benefits to the extent funded as of the date of termination shall become irrevocable and fully vested in the Participants, Retired Participants, Vested active or terminated Participants, joint Annuitants or Beneficiaries, as the case may be, and the distribution of assets of the Fund shall then be made in accordance with this Article 12.

### 12.2 ALLOCATION OF ASSETS

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

- (a) To provide pension benefits for Employees (or their surviving beneficiaries) who will have retired under the Plan at their Normal, Early or Disability Retirement Date prior to its discontinuance, without reference to the order of their retirement.
- (b) To provide pension benefits under the terms of the Plan for Employees age sixty-five (65) or over on the date of discontinuance, without reference to the age of such Employees.
- (c) To provide pension benefits under the terms of the Plan for Employees age sixty (60) or over but less than age sixty-five (65) on the date of discontinuance.
- (d) To provide pension benefits under the terms of the Plan for Employees below the age of sixty (60) on the date of discontinuance.
- (e) Any assets remaining after the above allocations and due to erroneous actuarial calculations shall revert to the Authority or be otherwise allocated among selected

groups. Otherwise, the corpus or income of this Trust may not be diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries.

For purposes of the allocation set forth in this Article 12, former Employees who are entitled, upon proper application, to a Vested Pension Benefit as provided in Section 6.2, will be included in the allocation in their appropriate categories. The Authority will make a reasonable effort to locate any such former Employees, but if any such former Employees have not been located within a reasonable period of time from the date the Plan is discontinued, their rights to any benefits under the Plan shall be forfeited.

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

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

### 12.3 RESTRICTION OF FUNDS TO BE USED FOR BENEFIT OF HIGHLY COMPENSATED EMPLOYEES UPON TERMINATION OF PLAN

In the event of termination of the Plan, the benefit of any Highly Compensated Employee who is a Participant, as defined in Code Section 414(q), is limited to a benefit that is nondiscriminatory under Code Section 401(a)(4). Benefits distributed to any of the twenty-five (25) most Highly Compensated active and former Highly Compensated Participants are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the Participant's other benefits under the Plan.

The preceding paragraph shall not apply if:

- (a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code Section 412(l)(7), or
- (b) the value of the benefits for a Participant described above is less than 1% of the value of current liabilities.

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

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

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

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

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

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

## ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES

### 14.1 COVERAGE OF SEASONAL EMPLOYEES

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

### 14.2 DEFINITIONS FOR SEASONAL EMPLOYEES

- (a) *COMPENSATION RATE* means a Seasonal Employee's basic rate of hourly pay on his most recent date of hire multiplied by 173.33.
- (b) *FINAL AVERAGE EARNINGS* means Compensation Rate.
- (c) *SEASONAL EMPLOYEE* means any employee who is regularly scheduled to work 600 or less hours and who works 600 or less hours in a calendar year.
- (d) *SERVICE*, except as may be adjusted by Section 2.4(b), means the most recent continuous seasonal employment by the Authority as shown by the records of the Authority and as defined in Section 14.4 below.

### 14.3 ELIGIBILITY REQUIREMENT

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

### 14.4 SERVICE

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

### 14.5 NORMAL FORM - LIFE ONLY

The normal form of benefit for a Seasonal Employee is a monthly life only annuity.

### 14.6 VESTING SCHEDULE

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

### 14.7 BENEFIT FORMULA

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

#### 14.8 DISABILITY RETIREMENT

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

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PLAN SPONSOR  
HURON-CLINTON METROPOLITAN AUTHORITY

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

Its: \_\_\_\_\_

TRUSTEE

\_\_\_\_\_  
Rebecca Franchock, solely in her capacity as Controller of  
Huron-Clinton Metropolitan Authority



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

**BOARD OF COMMISSIONERS ADOPTION OF THE AMENDMENT AND RESTATEMENT OF THE  
HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES'  
RETIREMENT PLAN AND TRUST,  
EFFECTIVE OCTOBER 1, 2013 ("PLAN")**

**RESOLUTION**

Upon motion made by Commissioner McCarthy

Supported by Commissioner Hertel

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON AUGUST 14, 2014, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority (the "HCMA"), effective October 1, 1952, established the Plan for the benefit of its eligible employees; and

WHEREAS, on December 12, 2012 the Board of Commissioners voted to restrict participation in the Plan to full-time employees hired prior to January 1, 2013; and seasonal employees hired prior to January 13, 2014;

WHEREAS, A subcommittee comprised of Rebecca Franchock (Pension Plan Trustee), Joseph Colaianne (HCMA Corporate Counsel), and James VanLeuven (consultant) was formed to review and revise the Plan to effectuate the changes directed by the Authority Board and to comply with federal and state law and regulations; and,

WHEREAS, the Pension Committee has reviewed the attached Amendment and Restatement as prepared by the law offices of Miller, Canfield, Paddock and Stone, P.L.C. and recommends that the HCMA Board of Commissioners adopt the attached Amendment and Restatement, effective October 1, 2013; and,

WHEREAS, the Board of Commissioners of the HCMA has deemed it necessary and desirable to adopt the attached Amendment and Restatement of the Plan, Effective October, 1, 2013; and

NOW, THEREFORE, BE IT RESOLVED, that John McCulloch, Director of HCMA be, and is hereby, directed to execute the attached Amendment and Restatement of the Plan and all documents ancillary to the adoption of the attached Amendment and Restatement, effective October 1, 2013, as prepared by the law offices of Miller, Canfield, Paddock and Stone, P.L.C.

BE IT FURTHER RESOLVED, that the proper officers of the HCMA be, and they are hereby, authorized and directed to take such actions and to execute such documents and instruments and to perform such acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of these resolutions and to file with the appropriate agencies such notifications as are necessary, customary or desirable under the circumstances.

BE IT FURTHER RESOLVED, that all actions heretofore taken with respect to the matters authorized in these Resolutions be, and they hereby are, ratified, confirmed and approved.

The following aye votes were recorded: La Belle, Hertel, Marans, Quadrozzi, Lester and McCarthy

The following nay votes were recorded: None.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, August 14, 2014.

  
Joseph W. Colaianne, Recording Secretary



Meeting of February 12, 2015 **5 - h**  
**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Rebecca L. Franchock, Controller  
Subject: First Amendment to Employees' Retirement Plan and Trust Agreement  
Date: February 4, 2014

**Action Requested: Motion to Approve Resolution Amendment to Employees' Retirement Plan and Trust Agreement**

That the Board of Commissioners approve the Resolution to the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement as restated Oct. 1, 2013 and approved Aug. 14, 2014. It is anticipated the Pension Committee will recommend this action at the Feb. 12, 2014 Pension/Retiree Health Care meeting preceding the Board of Commissioners meeting.

**Attachment: First Amendment to the HCMA Employees' Retirement Plan Resolution Adopting the First Amendment to the Retirement Plan**

**FIRST AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY  
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT  
AS RESTATED OCTOBER 1, 2013**

---

**WHEREAS**, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it necessary and desirable to amend the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust (the "Plan") to modify a provision of the Plan regarding the crediting of prior service.

**NOW, THEREFORE**, the Plan is hereby amended effective as of February 12, 2015, as follows:

**1. Article 2, Section 2.5 is hereby replaced in its entirety with the following:**

"2.5 INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES

Notwithstanding anything contained herein to the contrary, the Executive Director's Service with any county that is a member of the Authority shall be used in determining his or her Service for benefit and vesting purposes under this Plan. Notwithstanding anything contained herein to the contrary, effective as of February 12, 2015, no service shall be awarded or credited under this Section 2.5."

**IN WITNESS WHEREOF**, Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 12<sup>th</sup> day of February, 2015.

---

Gregory J. Almas, Director



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

**BOARD OF COMMISSIONERS ADOPTION OF THE FIRST AMENDMENT TO THE  
HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES'  
RETIREMENT PLAN AND TRUST,  
AS RESTATED OCTOBER 1, 2013 ("PLAN")**

**RESOLUTION**

Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON FEBRUARY 12, 2015, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority (the "HCMA"), effective October 1, 1952, established the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust ("Plan") for the benefit of its eligible employees; and

WHEREAS, the HCMA Board of Commissioners desires to amend the Plan to modify a Plan provision regarding the crediting of service; and

WHEREAS, the HCMA Board of Commissioners has reviewed the attached Plan Amendment and has deemed it necessary and desirable to adopt the attached Plan Amendment as prepared by the law offices of Miller, Canfield, Paddock and Stone, P.L.C.

NOW, THEREFORE, BE IT RESOLVED, that Gregory J. Almas, Director of HCMA, be, and is hereby, directed to execute the attached Plan Amendment; and

BE IT FURTHER RESOLVED, that the proper officers of the HCMA be, and they are hereby, authorized and directed to take such actions and to execute such documents and instruments and to perform such acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of these resolutions and to file with the appropriate agencies such notifications as are necessary, customary or desirable under the circumstances; and

BE IT FURTHER RESOLVED, that all actions heretofore taken with respect to the matters authorized in these Resolutions be, and they hereby are, ratified, confirmed and approved.

The following aye votes were recorded:

The following nay votes were recorded:

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, February 12, 2015.

George Phifer, Deputy Director

**Minutes  
Huron-Clinton Metropolitan Authority  
Board of Commissioners  
Thursday, February 12, 2015**

---

The regular meeting of the Huron-Clinton Metropolitan Authority’s Board of Commissioners was held at 10:30 a.m. on Thursday, Feb. 12, 2015 at the Administrative Office.

- |                        |   |
|------------------------|---|
| Commissioners Present: | John E. La Belle<br>John C. Hertel<br>Timothy J. McCarthy<br>Robert W. Marans |
| Absent:                |   |
| Commissioner           | Harry E. Lester   |
| Commissioner           | Jaye Quadrozzi  |
| Commissioner           | Anthony V. Marrocco   |
| Staff Officers:        |   |
| Interim Director       | Gregory J. Almas  |
| Deputy Director        | George Phifer   |
| Controller             | Rebecca Franchock   |
| Other Attendees:       |   |
|                        | George Carr, Legislative Consultant   |
|                        | Steve Mann, Miller, Canfield, Paddock and Stone, PLC                          |

Chairman La Belle called the February 8, 2015 meeting to order at 10:35 a.m.

**1. Chairman’s Statement**

Chairman La Belle said he believes the proper management team is in place and working effectively.

**2. Public Comments**

Toni Spears, Dexter, Michigan thanked park staff for taking care of the trails and keeping the cross country ski trails well groomed. Spears also thanked staff for the deer management efforts in the parks.

**3. Minutes – January 8, 2015 Regular Meeting**

Motion by Commissioner McCarthy, supported by Commissioner Marans that the Board of Commissioners’ approve the Jan. 8, 2105 regular meeting minutes as presented.

Motion carried unanimously.

**4. Approval – February 12, 2015 Agenda**

Motion by Commissioner Marans, supported by Commissioner Hertel that the Board of Commissioners’ approve the amended Feb. 12, 2015 agenda with the removal of Item 8-D-5 – Approval of the Pension and RHCT Investment Policy as recommended.

Motion carried unanimously.

**5. Approval – February 12, 2015 Consent Agenda**

Motion by Commissioner Marans, supported by Commissioner Hertel that the Board of Commissioners’ approve the consent agenda consisting of the following:

- a. Vouchers – December 2014
- b. Financial Statements – December 2014
- c. Purchases
  - 1. Purchases - Caterpillar Skid Loader, NRC, Kensington and Stony Creek Metroparks;
  - 2. Golf Carts, Willow and Lake Erie Metroparks
  - 3. Update – Purchases over \$10,000
- d. Intergovernmental Maintenance Agreements, Lake St. Clair and Stony Creek Metroparks
  - 1. Metro Parkway Maintenance Agreement, Macomb County Dept. of Roads
  - 2. 26 Mile Road Maintenance Agreement, Macomb County Dept. of Roads

- 3. Pathway Maintenance Agreement, Harrison Township
- 4. Pathway Maintenance Agreement, Clinton Township
- e. Bids – Boat Launch Skid Pier Replacement, Lake St. Clair Metropark
- f. Correction 2014 Wayne and Washtenaw County Tax Adjustment
- g. Approval – 2015 Liability and Indemnification Resolution
- h. Approval – Resolution to Pension Trust Document
- i. Approval – Fourth Quarter Appropriation Adjustments
- j. Update – Auction Report

Motion carried unanimously.

### **Regular Agenda**

#### **6. Closed Session**

At the advice of legal counsel, the closed session was postponed; a two-thirds majority (five Board members) was not present at the meeting.

#### **7. Legislative Report**

Motion by Commissioner McCarthy, supported by Commissioner Marans that the Board of Commissioners' receive and file the Legislative Report as submitted by Legislative Consultant George Carr.

*Discussion:* Carr said the Legislature was in session and that lawmakers were placing emphasis on bills started during the last term. Important to the Metroparks is the reintroduction of the law enforcement package, which will mean more training and funding. Carr also updated the Board on meetings he had with Metropark staff regarding the Michigan Natural Resources Trust Fund (MNRTF), and a new bill gaining strength in the Legislature limiting the immunity for organizations donating food to charitable organizations. This bill will affect the Metroparks in part due to venison donated to local organizations after a deer cull is conducted at the parks.

Motion carried unanimously.

#### **8. Reports**

##### **A. Lake St. Clair Metropark**

##### **1. Land Acquisition**

Motion by Commissioner Marrocco, supported by Commissioner Hertel that the Board of Commissioners' authorize Staff to prepare and execute an agreement to purchase 52.5 acres of property adjacent to Lake St. Clair Metropark from East Warren Properties, LLC (Parcel 'C') at the appraised value of \$170,000.00 as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

*Discussion:* Paul Muelle updated the Board on the proposed plan to purchase property at Lake St. Clair Metropark. Muelle said the purchase would be funded from The Michigan Natural Resources Trust Fund (MNRTF) and the National Oceanic and Atmospheric Agency (NOAA) Great Lakes Area of Concern Acquisition Program through a \$450,000 grant. Commissioner McCarthy asked if there was one land appraisal or multiple appraisals. Muelle said one appraisal was completed and that staff is required to use MNRTF approved appraisers due to grant restrictions.

Motion carried unanimously.

#### **8. Reports**

##### **B. Wolcott Mill Metropark**

##### **1. Approval – Historic Center and Farm Center Parking Lot Redevelopment**

Motion by Commissioner Hertel, supported by Commissioner McCarthy that the Board of Commissioners' amend the current 2015 budget with the addition of two projects for Wolcott Mill Metropark along with funding modifications to existing projects to cover the cost as recommended by Assets and Development Manager Mike Brahm-Henkel and staff.

*Discussion:* Commissioner Hertel thanked Deputy Director Phifer for coming up with a solution to the parking issues at both the Historic Center and the Farm Center. He said

patrons would appreciate the improvements. Commissioner La Belle asked about funding for the projects pulled for the parking lot project. Mike Brahm-Henkel said funding for the projects would be added to the 2016 budget.

**Wolcott Mill Historic Center Parking Lot**

Existing 2015 Project	Park	Budgeted Amount	Amount Transferred	Remaining Balance
West Beach Front/Playground Redevelopment	Lake St. Clair	\$1,270,000	\$ 270,000	\$ 1,000,000
East Boat Launch Pier Replacement	Kensington	\$ 260,000	\$ 40,000	\$ 220,000
Boat Launch Restroom Replacement	Stony Creek	\$ 400,000	\$ 212,000	\$ 188,000
EDC Wedding Gazebo	Indian Springs	\$ 73,000	\$ 3,000	\$ 70,000
<b>Total</b>			<b>\$525,000</b>	

**Wolcott Mill Farm Center Paving**

Existing 2015 Project	Park	Budgeted Amount	Amount Transferred to Wolcott Mill Lot	Amount Transferred	Remaining Balance
East Boat Launch Pier Replacement	Kensington	\$ 220,000	\$ 220,000	\$ 220,000	\$0
<b>Total</b>			<b>\$ 220,000</b>		

Motion carried unanimously.

**8. Reports**

**B. Wolcott Mill Metropark**

**2. Bids – Building Demolition**

Motion by Commissioner McCarthy, supported by Commissioner Marans that the Board of Commissioners’ award Contract No. 713-14X to the low responsive, responsible bidder, Ahern Contracting, Inc., in the amount of \$33,000 and transfer \$34,000 from Fund Balance to cover the cost of the project as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Motion carried unanimously.

**C. Stony Creek Metropark**

**1. Bids – Golf Starter Building Well Replacement**

Motion by Commissioner Marans, supported by Commissioner McCarthy that the Board of Commissioners’ award Contract No. 509-15A to the low responsive, responsible bidder, Cribley Drilling Co., Inc., in the amount of \$17,785.10 and transfer \$19,000.00 from Capital fund balance to cover the project cost as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Discussion: Mike Brahm-Henkel informed the Board that there is a problem finding water at Stony Creek and that the bid is in line with other projects.

Motion carried unanimously.

**D. Administrative Office**

**1. Update – Farmland Lease Procedure**

Motion by Commissioner Hertel, supported by Commissioner Marans that the Board of Commissioners’ (1) direct staff to proceed with current year land leases; and (2) approve the Farmland Leasing Procedures for 2016 implementation as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.



Discussion: Paul Muelle reviewed the farmland leasing procedure for the Board. Commissioner Hertel said the procedure was well laid-out and said he is glad the Metroparks will get the appropriate revenue for the land use.

Motion carried unanimously.

## 8. Reports

### D. Administrative Office

#### 2. Update – ERP Financial System

Motion by Commissioner Marans, supported by Commissioner Hertel that the Board of Commissioners' receive and file the ERP Financial System update as presented by Controller Franchock.

Discussion: Controller Rebecca Franchock reviewed the ERP financial system project and the implantation status to date. Commissioner Marans asked if she was working with the other staff officers and park staff. Rebecca said yes, she has involved all levels of staff in all aspects of ERP project including the overall development, implementation and training. Commissioner McCarthy asked if the project was within the budget parameters. Rebecca replied yes, the project is within budget and that project expenses were built into the Five-Year-Plan.

Motion carried unanimously.

#### 3. Report – 2014 Financial Statement Review

The Board requested that Controller Franchock bring a presentation to the March meeting. No action was taken by the Board.

#### 4. Pension Committee and RHCT Member Appointment

Motion by Commissioner Marans, supported by Commissioner McCarthy that the Board of Commissioner's approve Mr. David L. Wahl as the Retiree Representative to the Pension Committee and the Retiree Health Care Board for a three-year term as recommended by Controller Franchock and staff.

Discussion: Chairman La Belle thanked Mike Magee for his years of service on the Pension Committee and Retiree Health Care Trust Board. Mr. Magee said it was a privilege working on the Pension Committee.

Motion carried unanimously.

#### 5. Approval – Pension Fund/Retiree Health Care Trust Investment Policy

Motion by Commissioner Marans, supported by Commissioner Hertel that the Board of Commissioners' postpone the Pension Fund/Retiree Health Care Trust Investment Policy until the March meeting.

Motion carried unanimously.

## 9. Staff Officer Report

a. Interim Director Almas thanked Mike Magee for his service on the Pension Committee and welcomed Dave Wahl.

b. Controller Franchock said work was beginning on the rolling Five-Year-Plan.

Motion carried unanimously.

## 10. Other Business

None

## 11. Commissioner Comments

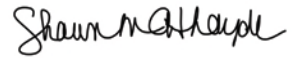
None

**12. Motion to Adjourn**

Motion by Commissioner Marans supported by Commissioner Hertel that the Board of Commissioners' adjourn the regular meeting.

The meeting adjourned at 11:30 a.m.

Respectfully submitted,



Shawn M. Athayde  
Recording Secretary

e. 2021 Plan Restatement

FINAL

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

AS AMENDED AND RESTATED  
EFFECTIVE JANUARY 1, 2021

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

PREAMBLE

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

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

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

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

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

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

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

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

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

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



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

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

## ARTICLE 1 -DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) the sum of:

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

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

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

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

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

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

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

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

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

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

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

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

## FINAL

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

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

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

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

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

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

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

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

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

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

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

1.24 MONTHLY COMPENSATION will be determined as follows:

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

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

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

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

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1.26 NORMAL RETIREMENT AGE means a Participant's 65<sup>th</sup> birthday.

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

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

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

1.30 PLAN ADMINISTRATOR means the Authority.

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

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

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

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

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

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

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

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



## ARTICLE 2 - PARTICIPATION

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

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

2.2 SERVICE.

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

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

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

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

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

### ARTICLE 3 - BENEFITS

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

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

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

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

### 3.2 OPTIONAL MODES OF PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

### 3.4 EARLY RETIREMENT.

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

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

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

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

Department Head Unit  
Supervisory Unit  
Professional Unit  
Non-Supervisory Unit

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

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

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

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

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

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

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

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

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

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

### 3.7 COORDINATION OF BENEFITS.

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

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

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

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

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

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

### 3.8 DEATH PRIOR TO RETIREMENT.

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

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

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

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

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

3.9 MAXIMUM RETIREMENT BENEFITS.

(a) *Limitation on Benefits*

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

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

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

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

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

(vi) Definitions.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Other Rules.*

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

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

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

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

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

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

(g) Aggregation with Multiemployer Plans.



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

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

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

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

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

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

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

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

3.11 RETIREE INCREASES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 4 - CONTRIBUTIONS

### 4.1 PARTICIPANT'S CONTRIBUTIONS.

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

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

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

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

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

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

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

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

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

## ARTICLE 5 - PAYMENT OF BENEFITS

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

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

### 5.3 DIRECT ROLLOVERS.

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

#### (b) *Definitions*.

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

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

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

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

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

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

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



## ARTICLE 6 - VESTED BENEFITS

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

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

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

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

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

## ARTICLE 7 -LEAVE OF ABSENCE

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

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

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

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

## **ARTICLE 8 - PROVISIONS RELATING TO PENSION COMMITTEE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## ARTICLE 9 - PROVISIONS RELATING TO TRUSTEE

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

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

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

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

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

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

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

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

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

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

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

### 9.2 WITHDRAWAL OF TRUSTEE AND APPOINTMENT OF NEW TRUSTEE.

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

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

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

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

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

**ARTICLE 10 - GENERAL PROVISIONS**

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

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

**ARTICLE 11 - RIGHT TO AMEND OR DISCONTINUE PLAN**

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

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

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

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

## ARTICLE 12 - PROVISIONS ON DISCONTINUANCE OF PLAN

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

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

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

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

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

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

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

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

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

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

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

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

The preceding paragraph shall not apply if:

- (a) after payment of the benefit to a Participant described in the preceding paragraph, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code §412(1)(7), or
- (b) the value of the benefits for a Participant described above is less than one percent (1%) of the value of current liabilities.

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



FINAL

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

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

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

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

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

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

**ARTICLE 14 - BENEFITS FOR SEASONAL EMPLOYEES**

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

14.2 DEFINITIONS FOR SEASONAL EMPLOYEES.

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

(b) FINAL AVERAGE EARNINGS means Compensation Rate.

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

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

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

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

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

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

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

FINAL

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Authority by its duly authorized officers and by the Trustee, on this 10th day of December, 2020.

HURON-CLINTON METROPOLITAN AUTHORITY

By: Rebecca Franchock

Its: Trustee

TRUSTEE

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Rebecca Franchock

**Minutes**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commissioners**  
**Thursday, December 10, 2020**

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At a regular meeting of the Huron-Clinton Metropolitan Authority's Board of Commissioners was held on Thursday, Dec. 10, 2020 immediately following the Public Hearing for the 2021 budget. The meeting was via remote attendance by commissioners and members of the public due to the Coronavirus pandemic.

Commissioners Present: Robert W. Marans (*Remote – Ann Arbor, Washtenaw County, MI*)  
 Jaye Quadrozzi (*Remote – Farmington Hills, Oakland County, MI*)  
 Kurt Heise (*Remote – Plymouth, Wayne County, MI*)  
 Steve Williams (*Remote – Marine City, St. Clair County, MI*)  
 John Paul Rea (*Remote – Mt. Clemens, Macomb County, MI*)  
 Timothy J. McCarthy (*Remote – Grosse Pointe, Wayne County, MI*)

Staff Officers Present:  
 Director Amy McMillan  
 Interim Deputy Director Michael Lyons  
 Chief of Finance Rebecca Franchock

Absent: Commissioner Parker

Others:  
 Miller, Canfield, Paddock & Stone Steve Mann

**1. Call to Order**

Commissioner Marans called the meeting to order at 1:35 p.m.

**2. Chairman's Statement**

None.

**3. Public Participation**

None.

**4. Approval – November 12, 2020 Regular Meeting and Closed Meeting Minutes**

Motion by Commissioner Quadrozzi, support from Commissioner Rea that the Board of Commissioners approve the November 12, 2020 regular meeting and closed session minutes as submitted.

Motion carried unanimously.

**5. Approval – December 10, 2020 Full Agenda**

Motion by Commissioner Quadrozzi, support from Commissioner McCarthy that the Board of Commissioners approve the December 10, 2020 agenda as presented.

Commissioner Quadrozzi requested that the Shelden Trails item be moved to the regular agenda.

Commissioner Quadrozzi amended her motion to remove the Shelden Trails item from the consent agenda and to move it to the regular agenda.

Motion carried unanimously.

**6. Approval – December 10, 2020 Consent Agenda**

Motion by Commissioner Quadrozzi, support from Commissioner McCarthy that the Board of Commissioners approve the December 10, 2020 consent agenda as presented:

- a. Approval – November Financial Statements
- b. Approval – November Appropriation Adjustments
- c. Report – Monthly Planning and Development Update
- d. Report – Natural Resources Update
- e. Approval – Electrical Design Services Proposal, Lake St. Clair Metropark
- f. Approval – Nature Center Lighting Upgrades, Oakwoods Metropark
- g. Approval/Resolution – Exemption of Taxes Subject to Capture, Detroit Region Aerotropolis

- ~~h. Report – Sheldon Trails Development and Construction, Stony Creek Metropark~~ *moved to regular agenda*
- i. Approval – 2021 Worker’s Compensation Insurance Renewal
- j. Approval – 2021 Fiduciary Liability Insurance Renewal
- k. Approval – 2021 Property and Liability Insurance Renewal
- l. Report – Purchases over \$10,000
- m. Purchases
  - 1. Garbage Truck, Stony Creek

Motion carried unanimously.

**7. Approval – 2021 Budget and Resolution**

Motion by Commissioner McCarthy, support from Commissioner Rea that the Board of Commissioners (1) provide staff direction on 2021 preliminary budget; and (2) receive and file the Preliminary 2021 Budget estimates as recommended by Chief of Finance Rebecca Franchock and staff.

Motion carried unanimously.

**8. Reports**

**A. Finance Department**

**1. Report – November General Fund Financial Review**

Motion by Commissioner Rea, support from Commissioner Quadrozzi that the Board of Commissioners receive and file the November General Fund Financial Statement update as recommended by Chief of Finance Rebecca Franchock and staff.

*Discussion:* Chief of Finance Rebecca Franchock updated the Board on finances to date and said that golf revenue was up 1000 percent; tolling and golf were both higher in November; expenses year-to-date were down.

Motion carried unanimously.

**2. Report – November Capital Project Fund**

Motion by Commissioner Heise, support from Commissioner Rea that the Board of Commissioners receive and file the monthly Capital Project Fund report as submitted by Rebecca Franchock and staff.

*Discussion:* Chief of Finance Rebecca Franchock updated the Board on capital projects to date and said several projects are close to completion.

Motion carried unanimously.

**3. Approval – Designation of Fund Balance**

Motion by Commissioner McCarthy, support from Commissioner Williams that the Board of Commissioners approve the Fund Balance Commitments and Assignments for 2020 in accordance with Governmental Accounting Standards Board Statement No. 54 as recommended by Chief of Finance Rebecca Franchock and staff.

*Discussion:* Chief of Finance Rebecca Franchock updated the Board and said the \$6 million for the Detroit Riverfront Conservancy partnership was moved to the assigned fund balance.

Motion carried unanimously.

**4. Approval – 2019 Tax Levy Adjustments**

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

*Discussion:* Chief of Finance Rebecca Franchock updated the Board and said prior to year end, it is necessary to reconcile the differences between the Metroparks and county accounting records. During the past several months, staff has been working with various representatives of the five

county treasurer's offices to obtain information on the many 2019 tax levy adjustments from local tax abatement programs, Board of Reviews, Tax Tribunals, etc. In total, the actual tax levy adjustments reported by county treasurer's offices are \$1,002,642.04 compared to Metroparks estimated adjustments of \$750,000.

Motion carried unanimously.

## **8. Reports**

### **A. Finance Department**

#### **5. Approval – Pension Plan Restatement**

Motion by Commissioner McCarthy, support from Commissioner Williams that the Board of Commissioners approve the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the Plan) as amended and restated effective Jan. 1, 2021 as recommended by Chief of Finance Rebecca Franchock and staff.

*Discussion:* Chief of Finance Rebecca Franchock updated the Board and said occasionally, the Pension Plan needed to be restated and that changes include any applicable guidance from the IRS provided in their listing of required modifications as well as any needed clean-up or improvement in language deemed necessary.

Motion carried unanimously.

#### **6. Approval – 2020 Pension Plan Additional Contribution**

Motion by Commissioner McCarthy, support from Commissioner Williams that the Board of Commissioners approve making an additional 2020 Pension contribution in the amount of \$993,726 as recommended by Chief of Finance Rebecca Franchock and staff.

*Discussion:* Chief of Finance Rebecca Franchock updated the Board and said the 2020 General Fund budget included \$3.1 million for funding of the defined contribution for the Huron-Clinton Metropolitan Authority Employees' Retirement Plan. In July, a \$2,645,500 contribution was made, which resulted in savings of \$454,500. In addition, the Retiree Health Care Trust contribution was budgeted at \$1.1 million. In July, a \$1,060,774 contribution was made, which resulted in savings of \$39,226. The proposed contribution to the Pension Plan would include these funds in addition to \$500,000, which is available within the existing operating accounts due to unspent funds related primarily to the COVID-19 pandemic.

Ms. Franchock said in July 2020, the minimum payment was made to both the pension plan and the retiree health care trust due to the financial uncertainties related to the pandemic. At this time, staff finds that the actual revenues and expenditures are expected to result in a surplus in the general funds current year operations in excess of \$4 million.

The Pension Plan is currently funded at 75.8 percent and the Retiree Health Care Trust is currently funded at 83.4 percent. It now seems prudent to contribute the unspent funds remaining after the July contribution to the Pension Plan as the percentage funded is lower in that plan. It also seems to be judicious to use some of the surplus general fund monies to mitigate future liabilities associated with the Pension Plan putting funds to use within the more robust investment strategy available to the plan and to improve the percentage funding of the plan.

Motion carried unanimously.

### **B. Administrative Department**

#### **1. Approval – 2021 Board Meeting Schedule**

Motion by Commissioner McCarthy, support from Commissioner Rea that the Board of Commissioners approve the 2021 proposed meeting scheduled with a 9:00 a.m. start time until further notice as recommended by Director Amy McMillan and staff.

*Discussion:* Commissioner Marans said the locations for meetings in 2021 were confirmed; however, the Board needed to decide on meeting start times.

Commissioner McCarthy said he doesn't see a reason to change the meeting time.

Commissioner Heise said he prefers a 10am start time as afternoon meetings create traffic delays, which are burdensome.

Commissioner Quadrozzi said she can do either morning or afternoon meetings and suggested a 9:00 a.m. start time during pandemic restrictions.

Commissioners Quadrozzi and Heise said they prefer 9:00 a.m. start times.

Motion carried unanimously.

## **8. Reports**

### **B. Administrative Department**

#### **2. Report – Marketing Report**

Motion by Commissioner Rea, support from Commissioner Williams that the Board of Commissioners receive and file the monthly Marketing Report as recommended by Chief of Marketing and Communications Danielle Mauter and staff.

*Discussion:* Chief of Marketing and Communications Danielle Mauter updated the Board and the Metroparks continues to receive media attention for the Detroit Riverfront partnership. She said holiday programming has also received good press; 17,586 annual permits were sold to date and that 2,886 annual permits for 2021 were sold during the first week of sales.

Motion carried unanimously.

#### **3. Report – DEI Report**

Motion by Commissioner Quadrozzi, support from Commissioner McCarthy that the Board of Commissioners receive and file the monthly DEI Report as recommended by Chief of Diversity, Equity and Inclusion Artina Sadler and staff.

*Discussion:* Chief of Diversity, Equity and Inclusion Artina Sadler reviewed DEI initiatives and said efforts are working, staff attending an anti-ableism workshop, training is back on track and that staff is creating “pods” in each district to ensure everyone can social distance and participate.

Commissioner Marans suggested reaching out to other organizations such as the University of Michigan, Oakland County etc. as it will give the Metroparks more leverage.

Motion carried unanimously.

### **B. Planning Department**

#### **1. Report – Shelden Trails Development and Construction, Stony Creek Metropark (moved from consent agenda)**

Motion by Commissioner Quadrozzi, support from Commissioner Rea that the Board of Commissioners receive and file the Shelden Trails Development and Construction update as presented by Chief of Planning and Development Nina Kelly and staff.

*Discussion:* Chief of Planning and Development Nina Kelly updated the Board and said Flowtrack has submitted a cost proposal to expand the scope of work in their existing contract to include the completion of Loop “D” and the construction of Loops “C” and “E,” in addition to the finalization of the existing contract scope items, by the end of 2021. If approved as part of the 2021 budget, a contract extension will be executed by staff. This would complete the redevelopment of the Shelden Trails. She said funding had been allocated in the Capital Project Fund and through the Metroparks Foundation to complete Phase 1 (Loops A, B, and the Northern Connector) of this project in March 2020. Additional funding that was originally budgeted in the Capital Project Fund for backup internet fiber installation projects in multiple parks was reallocated in August 2020 to cover the cost of additional work on Loop D and the Northern Connector bridge. To complete the project in 2021, \$442,035 was included in the proposed 2021 budget for approval.

Motion carried unanimously.

## 8. Reports

### B. Planning Department

#### 2. Report – 2020-2023 Rouge Park Partnership Update

Motion by Commissioner Rea, support from Commissioner McCarthy that the Board of Commissioners receive and file the report on the 2020-2023 Rouge Park Partnership as recommended by Chief of Planning and Development Nina Kelly and staff.

*Discussion:* Chief of Planning and Development Nina Kelly and Chief of Natural Resources and Environmental Compliance Tyler Mitchell updated the Board on the status of the project. Ms. Kelly said in collaboration with the city of Detroit Parks and Recreation department and the Friends of Rouge Park, the Metroparks received a \$10,500 grant from Recreation Equipment, Incorporated Co-op (REI) in May 2020 for support of the Prairie Restoration project at Rouge Park.

Mr. Tyler reviewed Natural Resources Department efforts and said in October staff did a site visit to determine the state of the prairie restoration, where work should focus, and what methodology to best employ. He said staff efforts should focus on the area west of the "southern prairie trail head" as work has occurred here in the past, and it has a high diversity of native plants, thus our efforts would have the most positive ecological impact. Staff concurred that foliar spray as a method for invasive shrub control was inappropriate at this time given the state of foliage senescence and instead opted for a shrub cutting and stump herbicide treatment. Mr. Tyler also reviewed the work plan for 2021.

Commissioner McCarthy asked if there are homes adjacent to Rouge Park. Mr. Tyler said yes and that the Friends of Rouge Park were happy.

Commissioner Marans if staff was wearing Metroparks branded items. Mr. Tyler said yes.

Commissioner Williams said he was glad to see the work done on invasive species.

Commissioner Marans said this is important work being done in Detroit as this is one of the largest parks in the city.

Motion carried unanimously.

#### 3. Approval/Grant Resolution – Accessible Launch Development, Lake St. Clair

Motion by Commissioner McCarthy, support from Commissioner Rea that the Board of Commissioners (1) approve the Michigan Department of Environment, Great Lakes, and Energy (EGLE)'s Michigan Coastal Management Program (MCMP) grant resolution; and (2) approve \$194,863 as a match to develop an accessible kayak launch in Lake St. Clair Metropark, as recommended by Chief of Planning and Development Nina Kelly and staff.

*Discussion:* Chief of Planning and Development Nina Kelly updated the Board on the proposed launch location, reviewed the proposed design concept and the matching funds requirements.

Motion carried unanimously.

## 9. Other Business

### a. Approval – Library Partnership Agreement

Motion by Commissioner McCarthy, support from Commissioner Rea that the Board of Commissioners (1) approve the Library Partners Agreement to provide equitable access to hotspot service for students in need residing in the Metroparks five-county service region upon review and approval from legal counsel; and (2) authorize the director to sign the agreement as recommended by Chief of Interpretive Services Jennifer Jaworski and staff.

*Discussion:* Director McMillan said Chief of Diversity, Equity and Inclusion Artina Sadler, Chief of Interpretive Services Jennifer Jaworski and Chief of Information Technology Robert Rudolph has been working on this project. Ms. Jaworski said the idea came from the Ferndale library and one of the programs they do. She said the program is equitable and gives access to students that may not have an internet connection in order to do schoolwork. During the pandemic, hot spots and remote learning has been a real issue for many students and that the library has more requests for hot spots than equipment. Ms. Jaworski said the hot spots would be checked out through the library network.



Ms. Jaworski said working with The Library Network and the Suburban Library Cooperative, the Metroparks can increase the number of hot spots available in underserved communities in our service region, which in turn will help to provide more equitable access to data. The Metroparks will provide one-year service plans for 100 hot spots with filters that will be checked out through the Library Partners for use in underserved areas in our five-county service region. In addition to supporting the data needs of our service region, providing Hotspots will increase equitable access to virtual programming by the Interpretative Services Department. Cross promoting with the Library Partners will increase viability of Metroparks programming among library patrons and provide additional information about Library Partners' programs to our patrons.

Motion carried unanimously.

## 9. Other Business

### b. Approval – T-Mobile Contract for Library Hotspots

Motion by Commissioner McCarthy, support from Commissioner Williams that the Board of Commissioners (1) approve a contract with T-Mobile to provide equitable access to hotspot service for underserved students residing in the Metroparks five-county service region upon review and approval from legal counsel; and (2) approve staff to transfer funds from Administrative Office Services account to the Administrative Office Joint Government Services account to fund the project as recommended by Chief of Interpretive Services Jennifer Jaworski and staff.

*Discussion:* Chief of Interpretive Services Jennifer Jaworski updated the Board and said the monthly service fee is \$28.70 plus service fees for unlimited LTE data per hotspot. The annual impact is \$36,000. The Metroparks will provide a one-year service plan for 100 hot spots with filters that will be checked out through The Library Network and Suburban Library Cooperative for use in underserved areas in the Metroparks five-county service region. With a 12-month service commitment, T-Mobile will provide the hotspot devices at no cost. Ms. Jaworski said working with The Library Network and the Suburban Library Cooperative, the Metroparks can increase the number of hot spots available in underserved communities in our service region, which in turn will help to provide more equitable access to data.

Commissioner Marans asked if the contract needed to be approved annually. Ms. Jaworski said 2021 was a trial period and would be reevaluated later in the year.

Commissioner McCarthy asked if the hotspot gets checked out. Ms. Jaworski said yes, the hotspots would provide data usage if there no internet is available.

Commissioner McCarthy said this is a great program and should be promoted.

Motion carried unanimously.

### c. Approval – One-Time Only Payment

Director McMillan said 2020 was an extraordinarily tough year all-around and thanked staff for all their hard work. She said she is requesting approval from the Board to give a one-time only payment of \$1,000 to all full-time employees not including Ms. McMillan.

Commissioner Marans asked if the \$190,000 was coming from the general fund. Ms. McMillan said yes.

Motion by Commissioner Rea, support from Commissioner McCarthy that the Board of Commissioners approve a one-time bonus for all full-time employees, not including Ms. McMillan in the amount of \$1,000 as recommended by Director McMillan and staff.

Commissioner Heise voted no.

Motion carried.

## 10. Staff Leadership Update

Ms. McMillan said she was grateful for every single employee at the Metroparks and she thanked Board members for their hard work and guidance. Ms. McMillan said she also wanted to recognize the 2020 Employees of the Year – Chris Sist, park support specialist at Hudson Mills Metropark in the Western District and Lisa Parsons, Western District community outreach interpreter.

Ms. McMillan said Lisa was one of her students when she was at Eastern Michigan University. Ms. McMillan shared remarks made by Ms. Parson's coworkers.

Ms. McMillan said she appreciates Ms. Sist's insight and said she (Ms. Sist) always follows up with emails thanking Amy for moving the parks forward. Ms. McMillan also shared remarks made by Ms. Sist's coworkers.

Ms. Parson's thanked Ms. McMillan and staff and said she is humbled by the award.

**11. Commissioner Comments**

Commissioner McCarthy said the technology was much improved this month.

Commissioner Rea thanked staff for the continued hard work on the Shelden Trails project at Stony Creek Metropark.

Commissioner Heise wished everyone a happy holiday season; that this year has been an incredible year and he hopes for a better 2021.

Commissioner Williams thanked staff for receiving the presentations ahead of time and wished everyone happy holidays.

Commissioner Marans wished everyone happy holidays.

**12. Motion to Adjourn**

Motion by Commissioner Rea, support from Commissioner McCarthy that the Board of Commissioners adjourn the regular meeting.

The meeting adjourned at 2:54 p.m.

Respectfully submitted,



Shawn M. Athayde  
Recording Secretary

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 22 1995

~~HURON-CLINTON METROPOLITAN  
AUTHORITY~~  
C/O JOSEPH F. MAYCOCK, JR., ESQ.  
150 WEST JEFFERSON, SUITE 2500  
DETROIT, MI 48226

Employer Identification Number:  
38-6005602

DLN:  
385116017

Person to Contact:  
DAWUD MADYUN

Contact Telephone Number:  
(513) 684-3866

Plan Name:  
EMPLOYEES' RETIREMENT PLAN

Plan Number: 001

Dear Applicant:

We have made a favorable determination on your plan, identified above, based on the information supplied. Please keep this letter in your permanent records.

Continued qualification of the plan under its present form will depend on its effect in operation. (See section 1.401-1(b)(3) of the Income Tax Regulations.) We will review the status of the plan in operation periodically.

The enclosed document explains the significance of this favorable determination letter, points out some features that may affect the qualified status of your employee retirement plan, and provides information on the reporting requirements for your plan. It also describes some events that automatically nullify it. It is very important that you read the publication.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter is applicable for the amendment(s) adopted on October 6, 1994.

This plan satisfies the nondiscrimination in amount requirement of section 1.401(a)(4)-1(b)(2) of the regulations on the basis of a design-based safe harbor described in the regulations.

This letter is issued under Rev. Proc. 93-39 and considers the amendments required by the Tax Reform Act of 1986 except as otherwise specified in this letter.

This plan satisfies the nondiscriminatory current availability requirements of section 1.401(a)(4)-4(b) of the regulations with respect to those benefits, rights, and features that are currently available to all employees in the plan's coverage group. For this purpose, the plan's coverage group consists of those employees treated as currently benefiting for purposes of demonstrating that the plan satisfies the minimum coverage requirements of section 410(b) of the Code.

This letter may not be relied upon with respect to whether the plan

Letter 835 (00/CG)

HURON-CLINTON METROPOLITAN

satisfies the qualification requirements as amended by the Uruguay Round Agreements Act, Pub. L. 103-465.

We have sent a copy of this letter to your representative as indicated in the power of attorney.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely yours,



C. Ashley Bullard  
District Director

Enclosures:  
Publication 794  
Reporting & Disclosure Guide  
for Employee Benefit Plans

## HURON-CLINTON METROPOLITAN AUTHORITY



To: Board of Commissioners  
From: Sarah Plumer, Chief of Planning & Development  
Project Title: Carbon Reduction Program Application - Electrification of Metroparks Fleet  
Date: February 9, 2023

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve a resolution for the grant application to Carbon Reduction Program administered by the Southeastern Michigan Council of Governments, (SEMCOG) for the Electrification of the Metroparks Fleet as recommended by Chief of Planning and Development Sarah Plumer and staff.

**Fiscal Impact:** The proposed project total cost is estimated at \$146,134 with up to \$116,907 in grant funding. If awarded, matching funds up to \$29,227 would be allocated in Capital Project Fund during the annual budget process in fiscal years 2024 through 2026, depending on which fiscal year the project is funded..

**Background:** The Carbon Reduction Program is a new federal program in the Infrastructure Investment and Jobs Act and is regionally administered by SEMCOG. This grant program provides an annual \$9.5 million in funds to the SEMCOG's seven county region.

Eligible projects include those that reduce carbon dioxide emissions from transportation-related sources. Eligible projects under the jurisdiction of HCMA can include but is not limited to trails and the electrification of our fleet.

For this round of applications, we are proposing to install one charging station to be located at the administrative office and the purchase of two electric vehicles to replace older pool vehicles with higher emissions.

This grant program requires an Act-51 Agency sponsorship to be eligible for funds. HCMA has secured the Road Commission for Oakland County as a sponsorship agency for this project submittal. If the project is awarded the RCOC will apply an administrative fee up to 10% of the total cost of the project and will require a local participation agreement that will define each agency responsibility.

**Application Submittal Due:** February 10, 2023

**Attachment: Grant Resolution**

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

CARBON REDUCTION PROGRAM FUND SUBMISSION FOR THE ELECTRIFICATION  
OF THE METROPARKS FLEET

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Resolution No. 2023-XX

Motion made by: Commissioner \_\_\_\_\_

Supported by: Commissioner \_\_\_\_\_

**AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON FEBRUARY 9, 2023, THE BOARD ADOPTED THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Huron-Clinton Metropolitan Authority supports the submission of an application titled, The Electrification of the Metroparks' Fleet, sponsored by the Road Commission of Oakland County to the Carbon Reduction Program Fund program as administered by the Southeast Michigan Council of Governments (SEMCOG); and

**WHEREAS**, the Authority desires to develop an Electric Vehicle (EV) charging station for use for its fleet at the Administrative Building, along with the purchase of two electric fleet vehicles to replace older, gas-powered vehicles.

**WHEREAS**, the Planning and Development Department, under the direction of the Director, has prepared a grant request for \$116,907 from the Carbon Reduction Program Fund grant program to assist with the \$146,134 development cost.

**WHEREAS**, should this project be awarded, a local agreement will be administered between the Road Commission for Oakland County and the Huron-Clinton Metropolitan Authority, and

**WHEREAS**, the Road Commission for Oakland County will apply an administrative fee equal to 10% of the estimated construction costs.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Huron-Clinton Metropolitan Authority does hereby authorize the commitment of \$29,227 in cash outlay and 10% of the total costs at time of construction, and other sources of in-kind contributions as necessary, toward the completion of the proposed project during the 2024 through 2026 fiscal years; and

**BE IT FURTHER RESOLVED** that the Huron-Clinton Metropolitan Authority hereby authorizes submission of a Carbon Reduction Program Fund grant application to be made to SEMCOG in partnership with the Road Commission of Oakland County.

701200

AYES: Commissioners: \_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority, on February 9, 2023.

\_\_\_\_\_  
Maria Tejada, Recording Secretary



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Travis Grubb, Senior Buyer  
Project Title: Maintenance and Development of the Shelden Trails  
Location: Stony Creek Metropark  
Date: February 1, 2023

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the purchase of trail maintenance and development services for the Shelden Trails at Stony Creek Metropark from FlowTrack Mountain Bike Trails LLC of Marquette, MI in an amount not-to-exceed \$25,000 as recommended by Travis Grubb, Senior Buyer, and staff.

**Fiscal Impact:** Funds will come from the Board approved 2023 budget, which allowed a total of \$25,000 for these services.

**Background:** In December of 2022, the Clinton River Area Mountain Bike Association (CRAMBA) provided the Metroparks with recommendations for the maintenance and development of various sections of the Shelden Trails.

The recommendations included items such as relocating existing features, reworking existing jumps, improving sustainability of existing sandy turns, and improving existing technical features. The recommendations also included new additions to the trails such as short connector trails to provide a smoother rider experience and optional bypass trails to avoid steep climbs/descents and difficult jumps.

FlowTrack Mountain Bike Trails LLC was selected for continuity of services as they are the original designer and installer of the Shelden Trails. FlowTrack will provide all of CRAMBA's recommended maintenance and development services within the budget amount.

EDITED BY:

***SINGLE***  
***FLOWTRACK***  
***TRAIL***



*Item will be completed as part of 2023 trail maintenance*



*See Notes*

# Shelden Trails Recommendations

**Suggested maintenance and development for the Shelden Trails at Stony Creek Metropark.**

**Prepared late 2022 in anticipation of professional trail builder visit in early 2023.**

**Aaron Barla, Steve Vigneau, and Wade Robbins (w/ CRAMBA) - December 2022**



**CRAMBA**  
Clinton River Area  
Mountain Bike Association



# Maintenance Items

## M1: Sandy Turn / Uphill Tech Feature (Beach)

Rework uphill technical feature and preceding sandy area near Sledding Hill for sustainability. Due to its pitch and the rock-step-up at the beginning we suggest considering relocating this feature, as it is currently one of the more challenging in the entire system and may not be appropriate for a Green/Beginner trail, particularly in a sandy area.

Instead of an abrupt uphill turn, the trail could be lengthened to the north 50+ feet and then turn back on itself, providing more momentum and giving riders more time to set up to ride the feature.

## M2: Rock Rolls / Fibber Mtn. (Roller Coaster)

Rework chute and rock rolls off of Fibber Mountain as they quickly became eroded and exposed.

If enough rocks are near by, short retaining wall type drops could be constructed in this area, 4 feet or less in height, with large smooth dirt landings. If not, an alternative may be to remove exposed rocks in exchange for larger dirt rollers with extra drainage.

## M3: Back Nine Jump Line (Back Nine)

Rework jumps themselves to restore lips and jump-y nature.

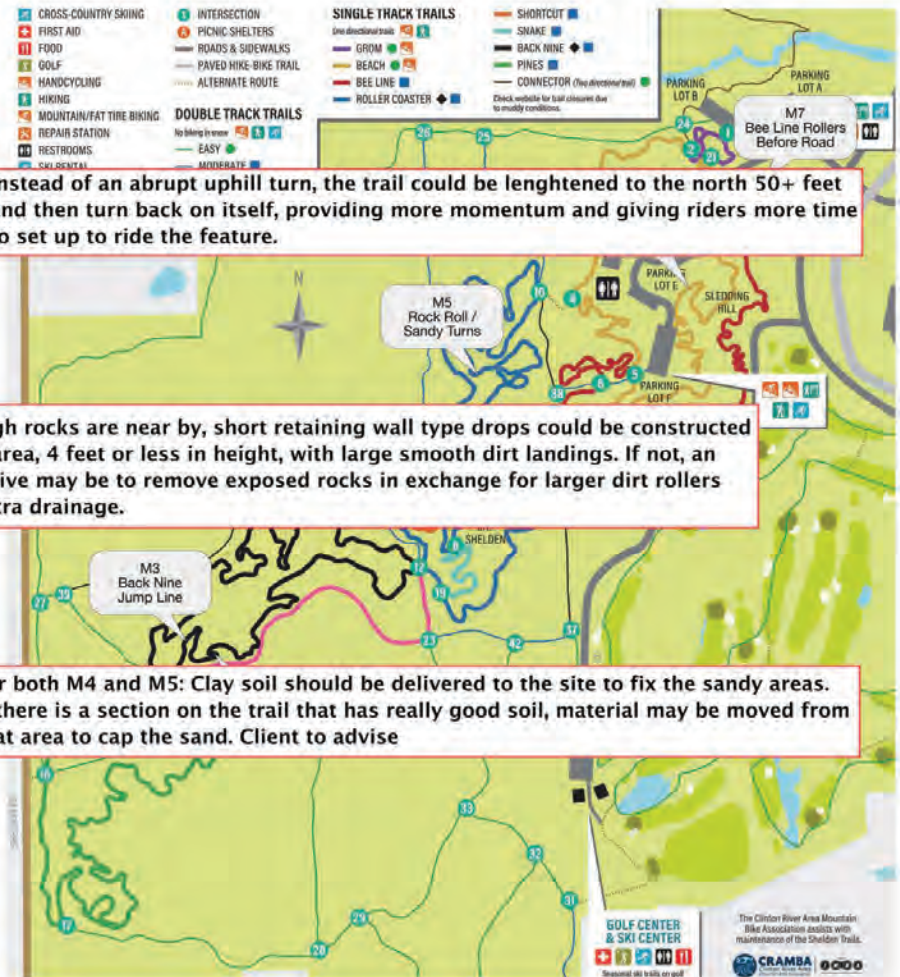
## M4: Sandy Brake Bumps (Back Nine)

Steep downhill into a right-hand sandy berm has quickly become eroded and difficult to ride in summer. Rework for sustainability.

For both M4 and M5: Clay soil should be delivered to the site to fix the sandy areas. If there is a section on the trail that has really good soil, material may be moved from that area to cap the sand. Client to advise

## M5: Rock Roll / Sandy Turns before Rest Area Climb (Roller Coaster)

Before the climb to the Rest Area there is a series of S turns in a sandy hill. Through the middle of these S turns is a rocky skinny running between two trees, with an abrupt transition at the end of it. Adjust rock line to be smoother transition and rework sandy turns for sustainability.





# Maintenance (cont'd)

## M6: Beginner Doubles (Back Nine)

A few feet before Marker 15, are two beginner-level rollers/doubles. These need extensive rebuilding as they've flattened out with use.

## M7: Rollers Before Road (Bee Line)

On Bee Line, before it merges with Beach crosses the road at Marker 20 in the bike direction, the rollers have been worn down. Advise rebuilding/reshaping to restore.

### General: Newly Exposed Rocks

Throughout the trail a significant number of rocks were buried to provide support for the surface and/or as technical features. With use many of these have either eroded and become bypassed by users, or simply unfun to ride/hike.

We suggest re-burying many of these exposed rocks, possibly rearranging them into a rock garden-type feature.

For many of these features it is desirable to maintain the user-created bypasses, as this improves the overall accessibility of the trail. However, some have become bypassed and the original rocky line has gone fallow. In these cases restoring the original line, perhaps also with a bypass, would increase options for users.

### General: Roller/Jump Lips

The lips, the leading edges on many rollers / grade reversals have become rounded and decayed with use.

While we called out the more notable rollers, we suggest the builders also reshape any others which they notice are sub-standard to restore the ability to optionally use these features as jumps.



Trails can be inspected when all other work is complete. Approximately 2 days may be available at this time to repair these items.

Trails can be inspected when all other work is complete. Approximately 2 days may be available at this time to repair these items.

M1: Uphill Tech Feature on Beach near Sledding Hill  
Illustrates exposed rock and desire trail to left of feature.



# New Trail / Signage

## N1: Roller Coaster Connector

Build ~50 ft. trail to allow Roller Coaster trail to be looped instead of making two sharp left turns on the two track.

## N1: Fibber Mtn. Bypass

Build ~100 ft. trail as a bypass for making the steep climb to the top of Fibber Mtn. and down into the rock rolls.

## N3: Back Nine Jump Bypass

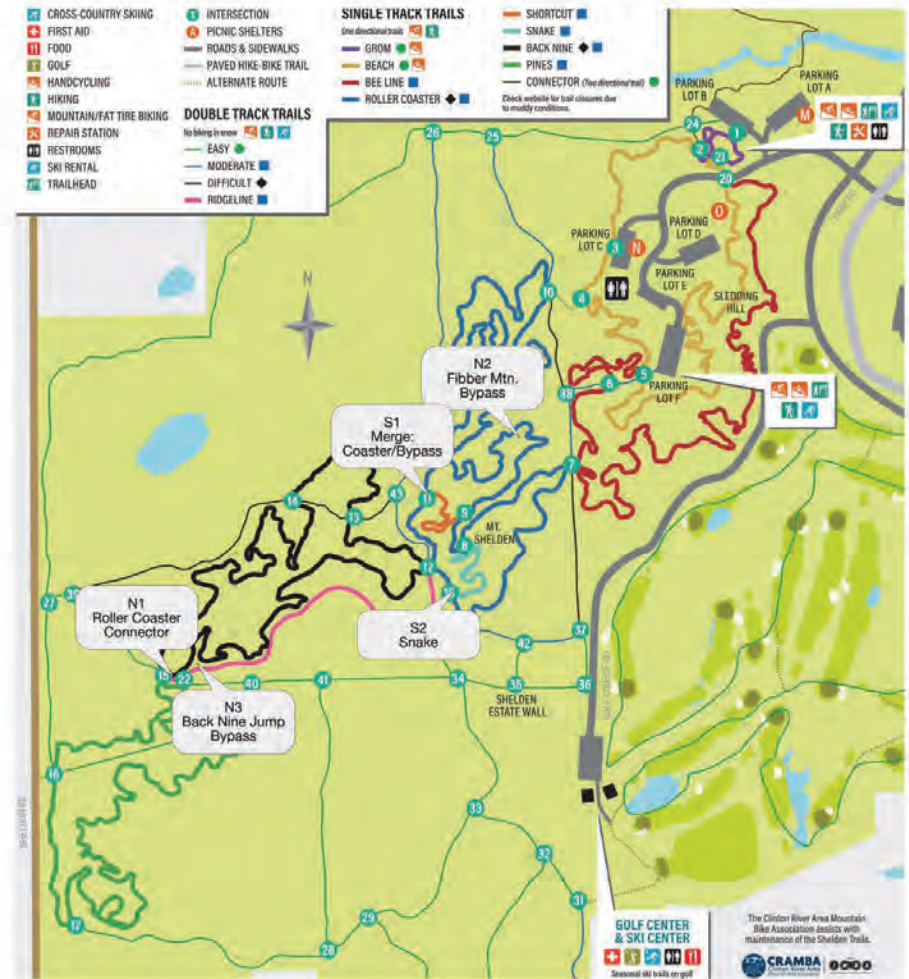
Build ~80 ft. trail to bypass the climb to jump start and the jumps themselves.

## S1: Merge: Coaster/Bypass

Add sign warning of upcoming merge where the Roller Coaster and Bypass merge.

## S2: Snake

Add sign indicating left turn for Snake and up to the top of Mt. Sheldon.



# **New Construction and Detail**



## N1: Roller Coaster Connector

At Marker 15, staying on the Roller Coaster loop requires making an abrupt turn on the two track, then another turn back on the Roller Coaster.

We suggest building a short connector trail, approximately 50 feet long, to allow users to stay on the Roller Coaster.

This will allow cyclists to conserve momentum, reduce crowding at the intersection (where users tend to congregate), and reduce erosion by reducing the amount of hard braking.

Along with construction we advise rebuilding the step-up feature on Roller Coaster immediate following, just before Marker 16, in bike direction. It wore down due to low speed climbing traffic, but with this connector will become a desirable feature.

In this image the red line shows the current route, with green line showing the proposed connector.





## N2: Fibber Mountain Bypass

In the Roller Coaster, at the location known as Fibber Mountain†, the trail climbs to a high point before descending a steep gravel chute and into a series of rock drops/rolls.

We propose creating an optional bypass around this high point along an existing, overgrown corridor that connects into the middle of the descent.

We anticipate this bypass being used by those who do not wish to make the steep climb or descend quickly over the rocks, which will reduce wear from braking on the chute area.

Green line on photo shows approximate route of existing corridor which ends at the first rock drop.

† Named based on hand-written sign at top claiming the location is the highest point in Oakland County.





### N3: Back Nine Jump Bypass

In the Back Nine, before the Jump Line, we recommend creating a short trail to allow users to bypass the jump line section.

We believe there is sufficient space for a bypass that still provides an enjoyable, flowing experience away from while avoiding a portion of the climb and the entire series of jumps.

Map to the right illustrates the jump line area in red, and in green the approximate path of a proposed bypass.





## M5: Rock Roll / Sandy Turns before Rest Area Climb

In the Roller Coster, before the climb leading to the Rest Area, there is a rock skinny between two trees, with an S-shaped sandy bypass.

The current shape and abrupt transition to dirt is jarring. We suggest modifying the rock skinny to eliminate the gap at the end, perhaps by rearranging the rocks into a smoother, consistent line.

We also suggest revisiting the S turn bypasses and turns leading to the bottom of this area as they are incredibly sandy in summer. Through use the sand becomes rutted and pushed into a loose, not-ridable berm.



1. Rocky Skinny between Trees
2. Gap circled in blue, unused rock in Yellow.
3. Sandy trail, berm formed by sand pushed up by riders and frozen in place.
4. End of sandy berm, becomes very loose when dry.



# Signage

We suggest adding signage at two locations:

**S1:** At the point where the Roller Coaster and Roller Coaster Bypass merge, we suggest adding a advisory sign indicating two merging trails.

**S2:** On the Roller Coaster, where the Snake begins and heads up to Mt. Sheldon at #16, we suggest adding a permanent signpost to replace the current hand-written signs.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Travis Grubb, Senior Buyer  
Project No: 2022-035  
Project Title: Playground Development and Installation  
Location: Indian Springs Metropark  
Date: February 6, 2023

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the award of RFP 2022-035 to Play Environments Design of Holland, Michigan in an amount not-to-exceed \$600,000 for a turnkey solution to design and install a new playground at the former maze location within Indian Springs Metropark.

**Fiscal Impact:** Funding will come from the board approved 2023 capital project budget, which allowed \$600,000 for the project.

**Background:** HCMA seeks to provide a playground for ages 5-12 at the former maze location at Indian Springs Metropark. HCMA's desire is for the play experience to provide an alternative option to visitors that is complementary to the existing amenities in the surrounding area. HCMA facilitated stakeholder and public engagement efforts prior to the RFP process and provided the results of those efforts with the RFP to guide design decisions throughout execution of the project.

**Scope of Work:** Play Environments Design will provide a turnkey solution for the design and installation of a new playground, which includes (but is not limited to) the following tasks:

- Host meetings with HCMA staff to fully flesh out a final design
- Coordinate site-work bidding based on the final design
- Manage the selected site-work contractor
- Furnish all playground equipment necessary to accomplish the final design
- Provide all labor, equipment, and material necessary for installation of the playground by the specified completion date of October 30, 2023

**Process:** HCMA issued RFP 2022-035 on December 28, 2022. The solicitation documents were posted on the Michigan Intergovernmental Trade Network (MITN) website, which provided notice to 68 vendors. 28 vendors downloaded the solicitation and three submitted a proposal.

The proposals were evaluated in depth by an evaluation committee consisting of HCMA's Chief of Planning and Development, Chief of Engineering, District Maintenance Manager, and other staff with knowledge relevant to the project/project location. The evaluation process was completed through a two-step process, which included initial proposal evaluations followed by presentations/interviews. After completing the evaluation process, the evaluation committee reached consensus that Play Environments Design submitted the most responsive and responsible proposal.

Purchasing requests approval to proceed with the procurement.



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Henkel, Chief of Engineering Services  
 Project No: 706-23-201  
 Project Title: Turtle Cove Pump and Motor Repair  
 Project Type: Major Maintenance  
 Location: Lower Huron Metropark, Wayne County  
 Date: January 30, 2023

Quotes Received: multiple dates

## Action Requested: Motion to Approve

That the Board of Commissioners 1) issue a purchase order for project 706-23-201 to Kennedy Industries in the amount of \$35,790.00 and 2) transfer \$35,790.00 from the Lake Erie major maintenance unallocated account to cover the cost of the project as recommended by Chief of Engineering Services Mike Henkel and staff.

**Fiscal Impact:** This is an unbudgeted repair. Funding is available from the Lake Erie major maintenance dredging project to cover the cost. Due to higher-than-expected bids the dredging project will not move forward this year.

**Scope of Work:** The work includes the repair of the pump for the green water slide and the repair to the motor for the lazy river pump.

**Background:** Park staff contacted repair contractor to pull the pump and motor to trouble shoot the components. Due to their weight and size, it is necessary to crane and transport them off site for disassembly to ascertain the repairs. Quotes were requested for a repair or replacement. However, the bolt pattern of a new pump will not match the existing configuration which would necessitate modifications to the elevation of the pump and reconfiguring of the existing piping. The recommendation is to rebuild the existing pump and motor so the units can be remounted to match the existing configuration. In addition, the timeline to rebuild the pump is estimated at 6 weeks while to order a new pump is estimated at 18-22 weeks.

<b>Contractor</b>	<b>City</b>	<b>Amount</b>
1 Kennedy Industries (Rebuilt to match existing/ est. 6 weeks)	Wixom	\$35,790.00
2 Kerr Pump (new pump/ est. 18-22 weeks)	Oak Park	\$44,875.00

Budget Amount for Contract Services

Turtle Cove Pump and Motor Repair	\$ 0.00
Lake Erie Dredging (\$150,000 Budgeted)	<u>\$ 35,790.00</u>
	\$ 35,790.00

Work Order Amount	
Contract Amount Kennedy Industries	\$ 35,790.00
Contract Administration	<u>\$ 2,000.00</u>
Total Proposed Work Order Amount	\$ 37,790.00



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Mike Henkel, Chief of Engineering Services  
Project No: 709-23-063  
Project Title: Boiler Replacement Eastwood Beach  
Project Type: Major Maintenance  
Location: Stony Creek, Macomb County  
Date: January 31, 2023

Quotes Received: Various dates

**Action Requested: Motion to Approve**

That the Board of Commissioners award Contract No. 709-23-063 to the low responsive, responsible bidder, Fraser Mechanical Inc., in the amount of \$31,109.00 as recommended by Chief of Engineering Services Mike Henkel and Staff.

**Fiscal Impact:** This project is under budget in the amount of \$8,891.00. The project was budgeted at \$40,000.00.

**Scope of Work:** The project includes the removal of the existing boiler and associated piping and the installation of a new hot water boiler system at Eastwood Beach.

**Background:** The current boiler is no longer functioning and needs replacement. Hot water is necessary in order to maintain the function of the beach facility which includes a food bar, restrooms, and showers. The existing hot water system is approximately 14 years old.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Fraser Mechanical	Washington	\$31,109.00
Limbach	Pontiac	\$85,890.00
Johnson Controls	Sterling Hgts.	\$101,739.00
Budget Amount for Contract Services and Administration		\$40,000.00
Work Order Amount		
Contract Amount Fraser Mechanical Inc		\$31,109.00
Contract Administration		<u>\$ 4,000.00</u>
Total Proposed Work Order Amount		\$ 35,109.00



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Henkel, Chief of Engineering Services  
 Subject: Proposal Indian Springs Golf Course Electrical Design Services  
 Location: Indian Springs Metropark  
 Date: January 24,2023

### Action Requested: Motion to Approve

That the Board of Commissioners approve the Proposal dated January 24, 2023 from Hubbell, Roth and Clark, Inc., Inc. in the amount \$51,730.00 as recommended by Chief of Engineering Services, Mike Henkel and staff.

**Fiscal Impact:** The project is budgeted in the amount of \$230,000.00.

**Background:** The design work includes modifying the existing golf cart storage building to support an electric fleet. Indian Springs golf course currently uses gas golf carts. New electric carts have been approved and were ordered at the end of 2022. They are targeted for delivery in fall of 2023. The design effort will address the electrical system upgrades needed to facilitate the charging of the carts. The work will incorporate and auxiliary generator connection with size provisions for different levels of service for the facility upon which a decision can be made to choose the desire functionality. A solar option for charging will also be evaluated for consideration to aid in co-supplying power for the carts. Once complete a separate project will address removing the existing underground fuel storage tank. Design firms were ranked and scored on the following; project team and disciplines, qualifications of personnel and subconsultants, understanding of project tasks, work plan and schedule, relevant experience, references, budget review, adherence to cost proposal guidelines. Not all the proposals addressed or gave estimates of cost for probable items. The following firms submitted responses to our request for proposals.

<u>Firm</u>	<u>Proposed hours and cost</u>	
Hubbell, Roth, and Clark	358 hours	\$51,730.00
The Siddock Group	319 hours	\$44,953.00
Matrix Consulting Engineers	140 hours	\$13,520.00

### Attachment: Proposal From Hubbell, Roth and Clark.

*Bids were advertised on MITN(Michigan Inter-governmental Trade Network (bidnet direct.*



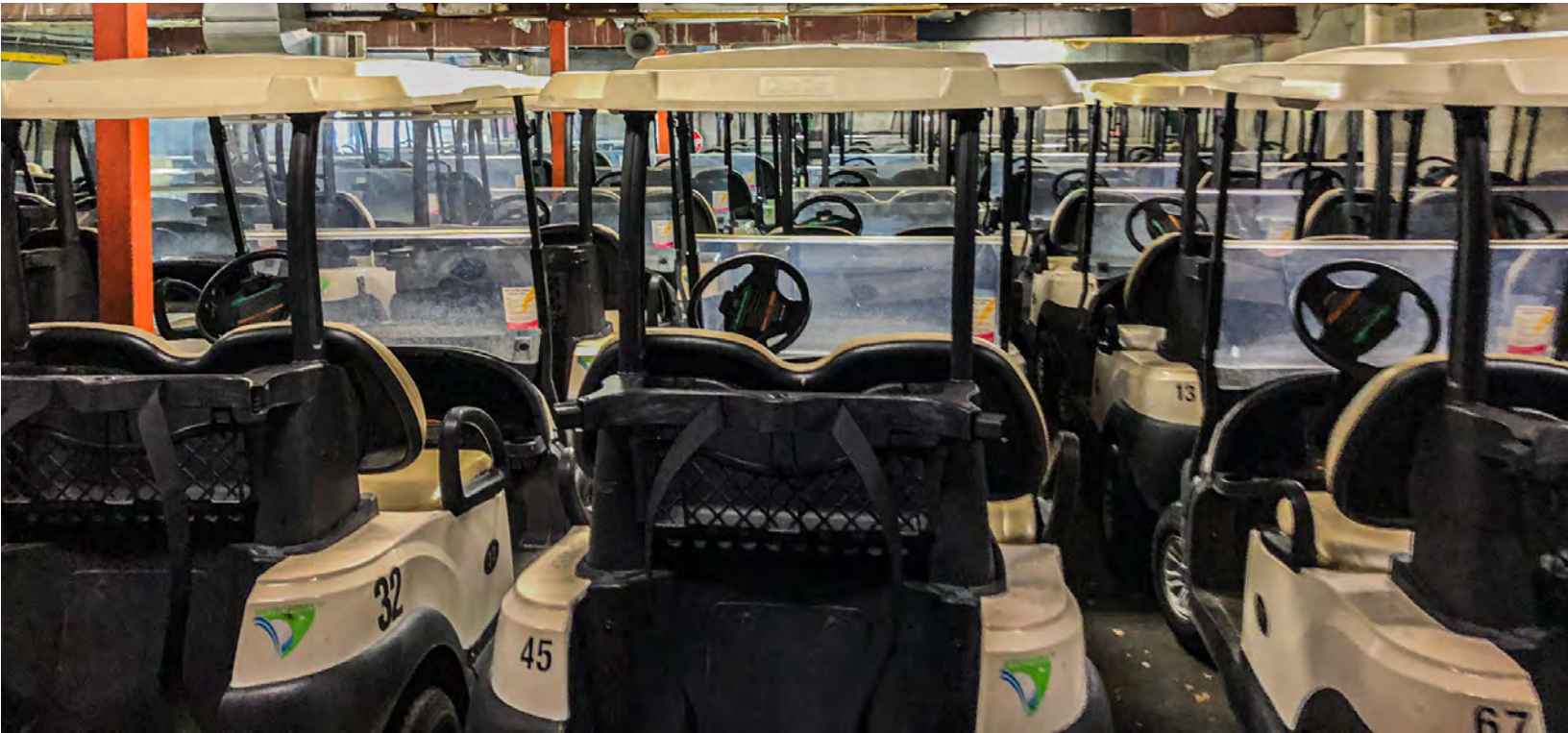
Huron-Clinton Metropolitan Authority

# Golf Building Electrical Retrofit for EV Carts and Generator Design Services

Services for Indian Springs Metropark

RFP NO. 515-23-162 D

Due: January 24, 2023 by 2:00 PM



## Submitted to:

Huron-Clinton Metropolitan Authority

Indian Springs Metropark

5100 Indian Trail

White Lake, MI 48386

**PART 1: TECHNICAL**

## Prepared by:

Hubbell, Roth & Clark, Inc.

Roland N. Alix

248-454-6300

ralix@hrcengr.com

555 Hulet Drive

Bloomfield Hills, MI 48302

  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915

**ENGINEERING.**

**ENVIRONMENT.**

**EXCELLENCE.**



January 24, 2023

Huron-Clinton Metropolitan Authority  
5100 Indian Trail  
White Lake, MI 48386

Attn: Engineering Department

**HRC Job No. 20230013.86**

Re: **RFP No. 515-23-162-D - Golf Building Electrical Retrofit for EV Carts and Generator Design Services**

To Whom it May Concern:

On behalf of Hubbell, Roth & Clark, Inc. (HRC), thank you for the opportunity to provide a proposal for the Golf Building Electrical Retrofit for EV Carts and Generator Design Services Project for Huron-Clinton Metropolitan Authority (HCMA). HRC is a Michigan-based multi-disciplined engineering firm that offers a vast array of capabilities to meet and exceed the needs of our clientele. For over 100 years, we have provided consulting services to a wide variety of clients throughout Michigan, yet we continue to refine our approach to best match our client's needs.

HRC is headquartered at 555 Hulet Drive in Bloomfield Hills, Michigan, and has eight branch offices located throughout Michigan. HRC has provided a comprehensive overview of the highly qualified proposed staff for this project, with an organizational chart on page 10 and resumes starting on page 11.

HRC has wide-ranging experience assisting municipalities and authorities in all aspects of electrical assessment, design, and construction administration. HRC has completed the assessment and design of pump stations for numerous communities in Michigan, including the Cities of Ann Arbor, Troy, and Rochester Hills.

Roland Alix, P.E., works primarily from the HRC headquarters office and will serve as Principal-in-Charge on this project and represent HRC to negotiate and bind into a contract with HCMA. This proposal will remain valid for 90 days from January 24, 2023. Mr. Alix can be contacted by cell phone at 248-736-8704, in the office directly at 248-454-6385, or by email at [ralix@hrcengr.com](mailto:ralix@hrcengr.com).

After you have reviewed our qualifications, HRC would welcome the opportunity to discuss the details of this project further with representatives of the Authority.

Very truly yours,

**HUBBELL, ROTH & CLARK, INC.**



Roland Alix, PE  
Vice President  
m: (248) 736-8704  
o: (248) 454-6385  
email: [ralix@hrcengr.com](mailto:ralix@hrcengr.com)



**HURON-CLINTON METROPOLITAN AUTHORITY  
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**Design Project Title: Golf Building Electrical Retrofit for EV Carts and Generator Design Services**  
**Park Name: Indian Springs Metropark**  
**Park Address: Indian Springs Metropark, 5100 Indian Trail., White Lake MI 48386**  
**RFP No.: 515-23-162-D**  
**Issue Date: 01/03/2023**  
**Response Date: 01/24/2023**

**An optional, Pre-Proposal Site Meeting to view the cart storage area will be held on Tuesday, January 10, 2023, at 10:00 A.M. at the project site (Golf Starter Building) at Indian Springs Metropark 5100 Indian Trail., White Lake MI 48386. Notify the Owner at least 48 hours in advance for special accommodations for physically handicapped or hearing impaired.**

**PROPOSAL DUE TIME:** By **2:00 PM** (local time)

**LOCATION:** Return Proposal Via E-mail: [engineering.bids@metroparks.com](mailto:engineering.bids@metroparks.com)

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

**INDEX:** Included in this RFP are the following:

- RFP Form (this form)
- Attachment A – Statement of Work (and attachments, if any)
- Attachment B – Standard Authority Professional Services Agreement form (for information only)
  
- A copy of the complete RFP is available from the Michigan Inter-governmental Trade Network (MITN) website: [www.mitn.info](http://www.mitn.info)

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

Direct inquiries regarding this RFP to Jason Kulongowski, P.E., Project Representative,

of the Engineering Department, at (Phone)810-494-6018; Email: [jason.kulongowski@metroparks.com](mailto:jason.kulongowski@metroparks.com)

This Proposal is Offered By: Name: Roland Alix  
Address: 555 Hulet Drive  
City, State: Bloomfield Hills, MI Zip: 48302  
Phone: 248-454-6300 Email: ralix@hrcengr.com

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# A. GENERAL INFORMATION & PROJECT TEAM

This Proposal is submitted in the name of Hubbell, Roth & Clark, Inc. (HRC). HRC has nine offices located throughout Michigan. This project will be performed by HRC personnel who reside at the HRC Headquarters office, located at 555 Hulet Drive, Bloomfield Hills, Michigan 48302. HRC will contract with EAM located at 180 High Oak Road, Bloomfield Hills, MI 48304. **HRC will be the 'Project Team' for this project, with the subconsultant being EAM.**

Hubbell, Roth & Clark, Inc. (HRC) was founded in 1915 on the premise of developing innovative engineering solutions for growing infrastructure needs. We utilize industry-leading approaches, materials, and technologies to ensure infrastructures are more resilient. We have had the good fortune of serving Michigan communities for over 100 years on a wide range of projects. This longevity has been accomplished due to the strength of 290 engineers, scientists, architects, surveyors, and technicians. Our personnel stay focused on our clients' desired outcomes, addressing project challenges with superior solutions. Our client-centric processes identify, communicate, track, document, and measure our client's expectations from the beginning of the project until the end.

As a multi-disciplinary consulting firm, with many capabilities that can be found on our website, [www.hrcengr.com](http://www.hrcengr.com), the vast majority of HRC's resources are focused on clients and projects, rather than securing the next acquisition. We are hands-on problem solvers. HRC is, by design, agile enough to tackle small quick turn-around assignments, as well as large complex projects.

At HRC, we consider our clients to be a significant part of our culture. Our relationship with each is worth more than the services we sell. Everything we build is developed to address their needs. We work alongside clients to co-develop solutions that create trusted interactions, surpass expectations, and achieve engineering, environment, and excellence requirements.

HRC was named **2022 Top Workplaces USA** for the second year of the program. We also were recognized by the Detroit Free Press as a **Top Workplace** for a second consecutive year. Other accolades include being a **Top 50 Trenchless Technology Design Firm** and an **ENR Top 500 Design Firm**. HRC also received the honor of being named one of the **Cool Places to Work in Michigan** by Crain's Detroit Business magazine. Additional awards can be found on our website.



# SUBCONSULTANT

## EAM

HRC will be partnering with **EAM Engineering**, led by Gene Simo, for assistance with the golf building electrical design for Indian Springs Metropark, specifically evaluating the building mechanical ventilation system and designing modifications for the new golf cart chargers. In addition, we will use their electrical experience to review the charging station layout and execution. EAM Engineering has provided comprehensive services for a diversity of clients and projects for 30 years. Their commitment to quality services coupled with experience and accountability, is the foundation of the organization.



For more information, project examples, and to learn more about their services and clients, visit [www.ma-engineering.com](http://www.ma-engineering.com).

## B. UNDERSTANDING OF THE PROJECT TASKS

---

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

The HCMA Indian Springs Metropark is planning to upgrade its fleet of 70 golf carts from gasoline engines to electric motors. The golf carts and associated chargers have been ordered and will arrive in Summer 2023. The conversion to an electric fleet will require upgrades and modifications to the Golf Building's electrical service and distribution system, which is where the golf carts are currently stored. Additionally, HCMA desires a connection for a backup generator to allow the building to continue to operate should there be an outage. Finally, HCMA would like to explore the feasibility and cost of installing a solar system on the roof of the Golf Building.

The existing Golf Building was constructed in 1988, with the lower level providing cart storage. The storage area will be modified to provide adequate electrical capacity and service to each cart charger. In addition, we plan to address area lighting by upgrading from fluorescent to LED in order to reduce energy consumption and provide better lighting levels. Finally, a review and modifications to the mechanical ventilation systems will be performed. The ventilation system may require modification due to the heat loss of the cart chargers. A parking layout within the building will also be considered and implemented.

### Site Investigation and Solar Feasibility Study

01

**Review** the existing service from DTE Energy to determine if the supply is adequate for the additional electrical load. HRC will contact and discuss with DTE should a transformer upgrade be needed.

02

**Utilize** the services of our mechanical subcontractor, EAM Engineering, to review the heat load of the proposed cart chargers and the existing mechanical ventilation system to determine if the existing system is adequate, or if upgrades are required.

03

**Perform** a feasibility study to implement a solar system to supply power to the building. HCMA would prefer the system be installed on the roof. HRC will review both roof mounted and ground-mounted solar options. Order of magnitude cost estimates will be prepared to assist HCMA in determining whether to proceed with design and construction.

- A. HRC will structurally assess the building roof support system to determine if it can mount solar panels on the roof.
- B. HRC will also assess other possible locations.
- C. Solar panel vendors will be contacted to obtain pricing and conceptual panel layouts.
- D. Should HCMA wish to proceed with the design of a solar system, HRC will determine and provide a separate cost for the work at that time. Many unknowns at this point make it impossible to determine the scope of design required (i.e.. if the roof is structurally adequate for solar panels, if ground mounted is selected there will be significant site work required).

04

**Provide** a schematic "sketch" level design for the project and will develop a preliminary construction cost estimate for HCMA's review prior to proceeding to develop the formal design and specification documents.



## Design Development and Construction Documents

- ▶ HRC intends to utilize historical drawings of the Golf Building and a satellite photo (using NearMap) of the site to show the work that needs to be done.
- ▶ HRC will develop 50% level design drawings, specifications, details, and an updated construction cost estimate for review by HCMA staff. Design levels at this stage will include a site plan, basic parking and charging station layout, and one electrical diagram.
- ▶ Based on the 50% review comments, HRC will develop 90% level design drawings, technical specifications, and an updated cost estimate for final HCMA staff review. Design elements at this stage include refining the items provided at the 50% level, and developing panel schedules, lighting plans, and mechanical ventilation modifications.
- ▶ HRC will participate in a 90% review meeting with HCMA staff to review and coordinate the drawings and specifications for bidding and procurement. Based on the 90% review comments, HRC will develop final design drawings and technical specifications and submit them to HCMA for bidding and procurement.

HCMA has established an allowance for bidding assistance. During the bidding and procurement phase, HRC proposed to assist HCMA with responses to vendor questions, attend one pre-bid site meeting, issue addenda, and evaluate submitted bids in conformance with the project construction documents.

HRC will provide meeting agendas and meeting minutes for each meeting with HCMA.

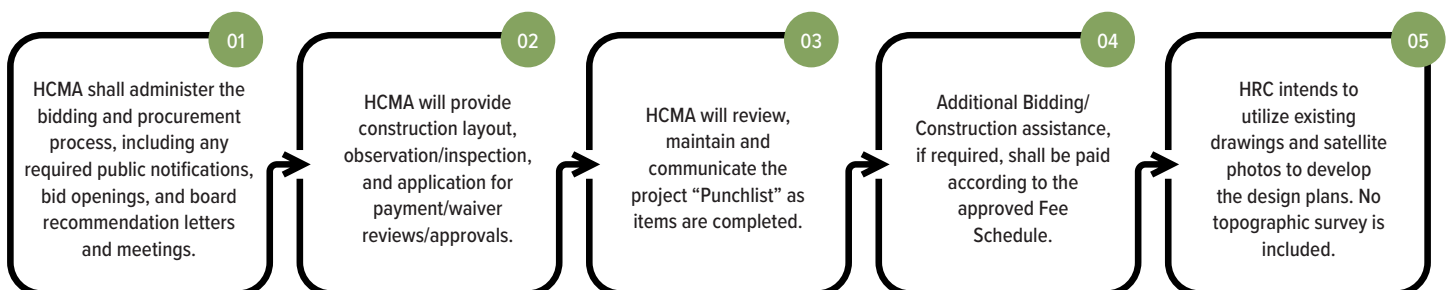
## Construction and Project Start-Up

HCMA has established an allowance for construction assistance. Upon a construction contract award by the HCMA Board, HRC proposes to review construction submittals, maintain submittal logs, respond to Request for Information (RFI's) and issue bulletins/change orders as needed.

During construction, HRC proposes attending up to four site progress meetings with HCMA and the awarded vendor. Periodic site inspections will take place in concurrence with these meetings.

Upon substantial completion of the construction, HRC proposes to complete a review of the required performance and material warranties in conformance with the construction documents and assist HCMA in creating a 'punchlist' of outstanding construction items to be completed.

## Clarifications



# C. MANAGEMENT SUMMARY, PROJECT APPROACH, AND SCHEDULE

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

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



**Robust Project Management Initiative**, which ensures the client's expectations are met while maintaining a business model that retains and rewards the employees of HRC. This process includes:

- Developing a work plan that clearly defines all aspects of the project for HRC staff, including non-technical items.
- Requiring communication with the client and the project team that is timely and efficient.
- Project reporting status.
- Communicating risks to the client.
- Recognizing that while there is typically more than one way to solve a problem, one solution often stands out when measured against the project's goals.
- Utilizing the vast expertise and experience of HRC personnel to assist and brainstorm on tasks that may require a more in-depth review of an issue.
- Assigning team members that are best suited for the project. This initiative includes an analysis of disciplines required for the project, current obligations, and evaluating which staff has the tools that best fit the client's technical, financial, and scheduling goals.

**Project Cost Controls**, which immediately provide information for our clients so they may make informed decisions going forward based on the available budget.

**Detailed Project Schedules**, which include deliverable dates for reviews by our clients, agencies, and other stakeholders.

**Quality Assurance/Quality Control (QA/QC)** process that includes reviews by experienced staff members who have not worked on the project so that an independent set of eyes reviews the work.

**Principal Involvement** - As also noted under our Key Personnel section, HRC's policy is to assign a principal of the firm to every client. This detail guarantees our clients have an individual with an interest in the firm who is accountable for their needs. Mr. Roland Alix, PE., will be the principal in charge of this project. His role will not duplicate the project manager's duties but will provide assistance and direct access to the firm's management.

## Project Approach



### Studies and Communications

The Project Team plans to begin with a kickoff meeting with key HCMA staff, including the park operations and engineering staff. This meeting provides an opportunity for HRC to gather relevant background information, determine the desired project outcome, and clearly understand the project's scope, goals, and budgets. In addition, HRC's experience in this area provides an effective means to understand the Owner's objectives and priorities.

A visit to the project site will be scheduled in conjunction with the kickoff meeting. It would be desirable to have applicable personnel available for the site visit to discuss the project's requirements and any relevant changes associated with the performance of the work. In addition, the site visit will allow the design team to gather field data needed to prepare the construction documents. The initial investigation of the site will focus on the feasibility of the project and any obstacles that may require special design considerations. Part of this initial investigation will also focus on the project organization, alternate approaches, and preliminary cost estimates for the proposed work.

The Project Team will analyze the information gained during the project scoping and will proceed with a preliminary design for the project. The Project Manager will constantly be involved in the project's design and will be aware of major issues. The understanding will be relayed to the HCMA regularly. The Project Manager will also monitor the project's progress to identify potential issues or concerns that need to be addressed. Any potential issues will be identified and resolved in the contract documents. Our Project Team strongly believes that when issues are identified, they should be brought to the appropriate individual's attention as soon as possible with options for solutions and applicable costs.

### Site Plans and Verification of Existing Site Conditions

The Project team will confirm the accuracy of the existing reference drawings as part of our initial investigation. Site plans will include information necessary for the described work. Reviewing electrical and mechanical systems will allow us to propose modifications as necessary to those systems. Additionally, as part of the solar study, we will perform a structural analysis of the golf building roof support system to determine if it is suitable for use. Furthermore, we will also assess if there are feasible locations to ground mount the solar system.

### Drawings

Our CAD Technicians are trained in the current versions of the CAD software being used and in preparing mechanical, electrical, and architectural drawings to an appropriate scale. Drawings will include plans, elevations, sections, details, schedules, and notes as applicable to fully describe the design for the prospective contractors to bid on the project competitively and for a contractor to construct the project to meet the expectations of the HCMA.

Our design effort will utilize design, drawings, specifications, and standards for mechanical and electrical components and other structures that conform to the latest codes and standards of HCMA having jurisdiction as applicable to the project.





## Opinions of Cost Estimates

The Project Team will provide detailed cost estimates to understand the ramifications of design decisions and ensure the Owner accepts said decisions, including line items for each item of work, quantities of each item, unit costs, and extensions of that cost. The amounts shown are normally subcontractor costs, with general contractor overhead and profit shown as separate line items. We have greatly succeeded in our estimates reflecting current market conditions and accurately projecting project costs.

## Final Design, Dimensioning, and Detailing

The preparation of effective contract documents is critical to the successful construction and completion of a project. The Project Team will focus not only on including the appropriate designs, details, and specifications but also on providing a clear understanding of what is intended. This allows the contractor and construction staff to understand better the project's goals and results in a more streamlined construction process.

Our Project Team's experience, client updates, and progressive design methods will provide a thorough and complete set of contract documents, including drawings and specifications. These will ensure that the project will remain within scope, schedule, and budget. Having a consistent Project Manager communicating the designer's intent to the construction personnel has proven to be a successful method of improving cost-effectiveness and developing solutions for unforeseen issues that arise in the field. Dimensions and detailing of the contract documents will be provided pursuant to our rigorous standards for providing clear and concise information on our drawings.



## Contract Documents

The Project Team will provide the HCMA with hard copies and electronic versions of the construction documents for their inclusion in a Request for Proposal or an Invitation to Bid. These construction documents will include a detailed work summary, technical specifications, and drawings. The specifications are organized with individual Sections to cover the particular materials and products necessary for the scope of work on the project, including the necessary editing tailored to the project. Our QA/QC assurance process strives to eliminate ambiguities and constructability issues, including relevant technical requirements and minimum standards, to establish comparison criteria for “approved equal” products. Our services will include responding to questions from bidders and, if necessary, providing addenda to clarify an issue.

## Meetings

The Project Team will assist the HCMA with the procurement of a contractor to perform the work and administration of the construction project through participation in meetings during these phases of the project. Meetings our Project Team will participate in will include the following:

### ▶ Design and Planning

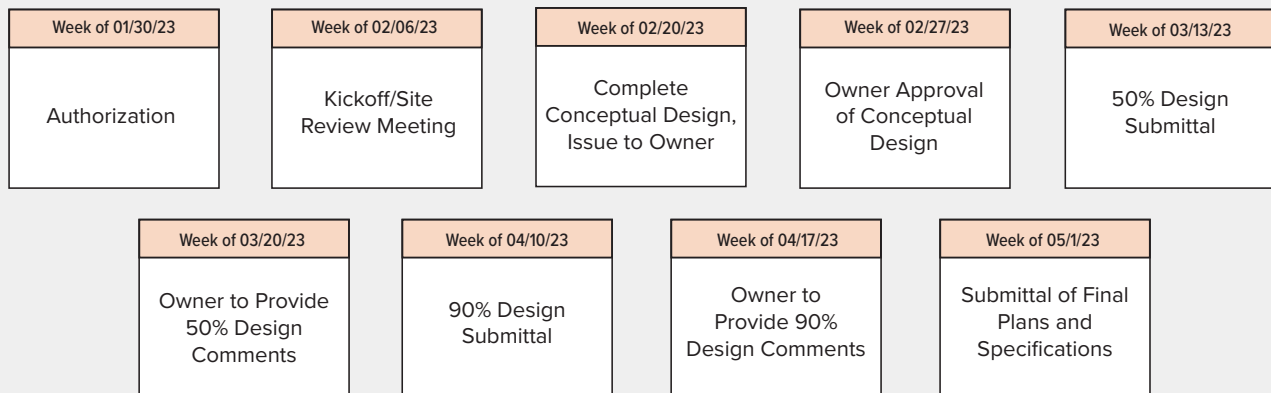
The Project Team will participate in a kickoff meeting, site review, and three design review meetings to discuss design progress and obtain owner direction on design/material selections. HRC will prepare agendas and issue meeting minutes for all meetings.

### ▶ Construction Progress Meetings

The Project Team will participate in four Construction Progress Meetings to monitor the project’s process and ensure the continued development of the project requirements. During these meetings, issues affecting the project schedule or budget will be discussed so potential resolutions can be discussed, agreed upon, and implemented.

## Proposed Schedule

The following schedule is provided, presuming receipt from HCMA of Authorization to proceed the week of January 30, 2023. Should the authorization be received later than this date, each scheduled task will be modified accordingly to reflect the authorization date.



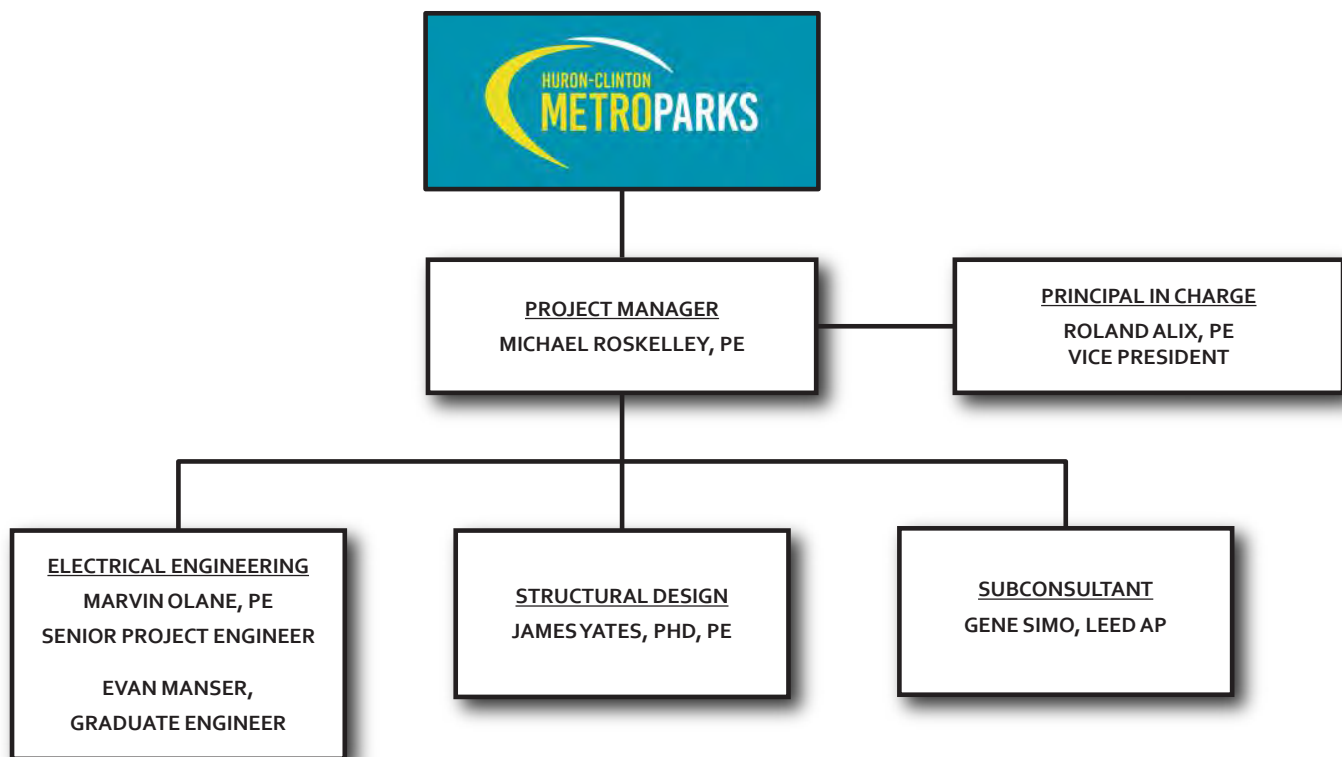
## D. PERSONNEL

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

- ▶ **Roland Alix, PE, Principal.** It is HRC's standard practice to assign a principal of the firm to each project. The **Principal in Charge** of this work is Mr. Alix. He currently leads HRC's facility design staff, including architectural, industrial facility design, and electrical services. He also oversees many of HRC's municipal clientele projects. He sets the firm's direction for the successful execution of projects, whether small assignments or large multi-disciplined projects while providing his clients with functionally detailed design solutions for immediate concerns and anticipated future needs.
- ▶ **Michael Roskelley, PE,** will be the **Project Manager** for work. Mr. Roskelley will be the Project Client Contact, providing HCMA Contract Management for the work and internal management of the staff members assigned to this project. He will also perform fieldwork, attend meetings, assist in drawing and specification development, and manage construction engineering efforts. He will also delegate and assign work to other staff members to fulfill our scope of services as needed. Mr. Roskelley will be assisted in his efforts by Mr. Evan Manser, an electrical designer, to complete the work.
- ▶ **Evan Manser, Graduate Engineer,** will be responsible for the electrical sizing and CAD design for the project. He will assist Mr. Roskelley in the design and construction engineering efforts of this project. Mr. Manser has experience in the layout and sizing of building electrical distribution systems, lighting design, and assessment of existing power elements and equipment.
- ▶ **Marvin Olane, PE, Senior Project Engineer,** will provide OQ/QC by providing project input based on his significant years of experience. He will also oversee Electrical efforts in the preparing deliverables and analyzing electrical data, as needed. Mr. Olane has 50 years of professional experience and has provided planning, design, and construction engineering services for instrumentation and controls, communications systems, primary and secondary power systems, building lighting, roadway, and parking lot lighting projects.
- ▶ **Gene Simo, LEED AP, Mechanical Design.** Mr. Simo has over 50 years of experience in Mechanical design and engineering and will provide a review of the cart garage heating and ventilation systems. In addition, his role will be to provide design modifications to said systems, if necessary, with respect to Code requirements and the new battery charging system. Mr. Simo is a principal at EAM Engineers, Inc., our subconsultant, and will assist our Electrical Engineering Department staff on this project. EAM is also the original MEP design consultant for the existing clubhouse, based on the reference drawings provided for this project.
- ▶ **Jim Yates, PhD, PE, Senior Project Engineer.** Dr. Yates is a licensed structural engineer with over 32 years of experience in the structural design of multiple building materials and numerous sustainable construction techniques. His expertise includes a broad spectrum of building and client types, enabling him to provide creative, cost-effective solutions for all projects. In addition, Dr. Yates will provide assistance in evaluating the existing building roof support structure for use in the proposed solar system.

RFP NO. 515-23-162 D  
HURON-CLINTON METROPOLITAN AUTHORITY  
GOLF BUILDING ELECTRICAL RETROFIT FOR EV CARTS AND GENERATOR DESIGN SERVICES







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

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

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

EDUCATION	PROFESSIONAL REGISTRATION/ CERTIFICATION	AFFILIATIONS
BS, Civil Engineering Michigan Technological University, 2003  <b>EXPERIENCE</b>  With HRC since 2005 20 years of experience	Professional Engineer, Michigan No. 6201057100	American Society of Civil Engineers  American Public Works Association Member  American Council of Engineering Companies — Scholarship Committee

**SELECTED PROFESSIONAL EXPERIENCE**

**MUNICIPAL CONSULTING**

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

**PARKS AND RECREATION**

- Utility Improvements for Groveland Oaks County Campground – [Oakland County Parks & Recreation](#)
- Lake St. Clair Metropark Electrical Evaluation and Upgrades – [Huron-Clinton Metropolitan Authority](#)
- Metropark Assessment of Pump Stations – [Huron-Clinton Metropolitan Authority](#)



Mr. Roskelley has over eight years of experience within HRC’s Electrical Department. His responsibilities include project management and electrical design and specification, with a focus on power distribution systems, backup power generation systems, instrumentation, and controls. He also has experience in lighting design and in construction administration. Mr. Roskelley is proficient in CAD Design, specifically AutoCAD. He has experience on multiple projects that conform to MDOT, AASHTO, NEC, OSHA, and Federal/State Codes, Standards, Specification, Procedures, and Guidelines. He also has experience managing multi-discipline projects, including electrical, mechanical, civil, architectural, and structural engineering.

EDUCATION	PROFESSIONAL REGISTRATION/CERTIFICATION	EXPERIENCE
BS, Electrical Engineering, Electric Power Engineering Certificate Michigan Technological University, 2014	Professional Engineer Michigan No. 6201067429	With HRC since 2014 8.5 years of experience

**SELECTED PROFESSIONAL EXPERIENCE**

**PARKS AND RECREATION**

- Lake St. Clair Metropark Electrical Evaluation and Upgrades – [Huron-Clinton Metropolitan Authority](#)
- Metropark Assessment of Pump Stations – [Huron-Clinton Metropolitan Authority](#)
- Veteran’s Park Improvements – [City of Ann Arbor](#)
- Hartland Parks Pavilions – [Township of Hartland](#)
- Eagles Wooden Park Improvements – [City of Linden](#)
- Utility Improvements for Groveland Oaks County Park – [Oakland County](#)
- Springfield Oaks Water Quality – [Oakland County Parks and Recreation Commission](#)
- City Parks Improvements, Various – [City of Warren](#)

**MUNICIPAL CONSULTING**

- City Hall Campus Electric Vehicle Study and Design – [City of Farmington Hills](#)
- Township Hall Generator Improvements – [Milford Township](#)
- Phoenix Center Lighting Study – [City of Pontiac](#)
- Wells St. Parking Lot Electric Vehicle Charger – [City of South Lyon](#)

**INDUSTRIAL FACILITIES**

- Milford Proving Ground B40 Transformation – [GM Global Facilities](#)
- Milford Proving Ground B94 Solar Light – [GM Global Facilities](#)
- Solar Field Study – [\[Confidential Industrial Client\]](#)

**MUNICIPAL FACILITIES**

- Department of Public Services Generator Replacement – [City of Birmingham](#)
- Cedar Springs Fire Station – [City of Cedar Springs](#)
- Moores Park Dam Remote Control Project – [Lansing Board of Water and Light](#)
- 50<sup>th</sup> District Court HVAC Improvements – [City of Pontiac](#)
- New Electric Shop Building – [Road Commission for Oakland County](#)



Evan Manser joined Hubbell, Roth, & Clark, Inc. in 2017 and is a Graduate Engineer I. His responsibilities include project design and specification, with a focus on power systems, lighting design, instrumentation, shop drawing review, and CAD design work.

EDUCATION	EXPERIENCE
BS, Electrical and Computer Engineering Oakland University, 2021	With HRC since 2017 5 years of experience

## SELECTED PROFESSIONAL EXPERIENCE

### INDUSTRIAL FACILITIES

- GM MPG B94 Enviro Test Cell Solar Electrical Supply – [GM Global Facilities](#)
- Solar Field Study – [\[Confidential Industrial Client\]](#)

### PARKS AND RECREATION

- City Parks Building Improvements – [City of Warren](#)

### MUNICIPAL FACILITIES

- Public Safety CDGB Entry Renovations – [City of Berkley](#)
- RCOC Electric Shop Building – [Road Commission for Oakland County](#)
- RCOC PVR Improvements District 8 Garage Area 4 – [Road Commission for Oakland County](#)

### PARKING, PAVEMENT AND STREET LIGHTING

- City Hall Parking Lot Reconstruction Project – [City of St. Clair Shores](#)
- Kyte Monroe Horseshoe Pit Lighting – [City of St. Clair Shores](#)

### MUNICIPAL CONSULTING

- Warren Wastewater Treatment Plant Asset Management Plan – [City of Warren](#)
- Carriage Place Housing Development Site Improvements – [Redstone Architects Inc.](#)
- WPCF Third Avenue Pump Station Improvements – [Wade Trim and Associates Inc.](#)

### WASTEWATER COLLECTION/TREATMENT

- Howell Wastewater Treatment Plant Improvements – [City of Howell](#)
- Cheboygan Wastewater Treatment Plant Improvements – [City of Cheboygan](#)
- Wixom Wastewater Treatment Aeration and SCADA Improvements – [City of Wixom](#)



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

<p><b>EDUCATION</b></p> <p>BS, Electrical Engineering Wayne State University, 1972</p> <p><b>EXPERIENCE</b></p> <p>With HRC since 1972 50 years of experience</p>	<p><b>PROFESSIONAL REGISTRATION/ CERTIFICATION</b></p> <p>Professional Engineer Michigan No. 201024360</p>	<p><b>AFFILIATIONS</b></p> <p>Institute of Electrical and Electronics Engineers (IEEE)</p> <p>International Society of Automation (ISA)</p>
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## SELECTED PROFESSIONAL EXPERIENCE

### TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS

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

### WASTEWATER COLLECTION/TREATMENT

- Northeast Extension System – [Genesee County Water and Waste Services](#)
- Sanitary Pump Station Upgrades – [Township of Bloomfield](#), [City of Grosse Pointe Farms](#)
- Waste Water Treatment Plant Additions – [Grosse Ile Township](#)
- Downriver WWTP Secondary Treatment Headworks Improvements – [Wayne County](#)
- Retention Treatment Facilities – [Southgate](#); [Wyandotte](#)
- EFSDS Eight Mile Road Pump Station Main Switchboard ATS Improvements -- [OCWRC](#)

### PARKS AND RECREATION

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

### COMMERCIAL DEVELOPMENT

- Westmarket Square – [Novi, Michigan](#)

### MUNICIPAL FACILITIES

- Blue Water Bridge Salt Storage & Maintenance Facility – [Michigan Department of Transportation](#)
- Fire Station No. 4 – [City of Troy](#)

### PARKING, PAVEMENT AND STREET LIGHTING

- Sidewalk & Streetscape Improvements – [Village of Romeo](#)
- Parking Lots – [City of Howell](#)





Dr. Yates is a licensed structural engineer with over 32 years of experience in the structural design of multiple building materials and many sustainable construction techniques. His expertise includes a broad spectrum of building and client types, enabling him to provide creative, cost-effective solutions for all projects. As a structural Senior Project Engineer, Dr. Yates manages projects of all sizes and has the depth of professional knowledge that allows him to evaluate, select, and engineer all structural systems and assist in developing standards and specifications. He provides sound solutions to projects of all shapes and sizes, balancing cost, complexity, and constructability, enabling the team to deliver a facility on schedule and budget.

EDUCATION	PROFESSIONAL REGISTRATION/ CERTIFICATION	PROFESSIONAL DEVELOPMENT
PhD, Structural Engineering Michigan Technological University, 1990  MS, Civil Engineering Michigan Technological University, 1988  BS, Civil Engineering, Michigan Technological University, 1985  <b>EXPERIENCE</b>  With HRC since 2022 32 years of experience	Professional Engineer, Michigan No. 6201039224 Ohio No. 64239 Florida No. 68640 Indiana No. 12100293 Kansas No. 27573	Structural Engineers Association of Michigan  American Society of Civil Engineers

## SELECTED PROFESSIONAL EXPERIENCE

### MUNICIPAL FACILITIES

- Dewatering and Incineration Building – [City of Warren](#)
- Drywell Column 3 Repair – [City of Warren](#)
- Warren Police Department Evidence Lab Remodel – [City of Warren](#)
- SOCCRA Troy Transfer Station Lintel Damage Assessment – [City of Troy](#)
- SMART Terminal Vehicle Wash Roof Resurfacing – [City of Troy and Clinton Township](#)
- Ferndale 43<sup>rd</sup> District Court Addition and Renovation – [City of Ferndale\\*](#)
- 52-3 District Courthouse and Sheriff Substation – [City of Rochester Hills\\*](#)
- Detroit Recreation Camp – [City of Brighton\\*](#)
- Lenox Township Fire Station No. 2 – [Lenox Township\\*](#)

### PARKS AND RECREATION

- Loonfeather Point Park Additions and Renovations – [Ypsilanti Township\\*](#)
- Mackinaw Island Grand Hotel Pool House – [Mackinaw Island, MI\\*](#)
- Moose Ridge Country Club Clubhouse – [South Lyon\\*](#)
- Red Country Club Additions and Renovations – [Royal Oak\\*](#)
- Gowanie Golf Club Clubhouse – [Harrison Township\\*](#)
- Observation Platform – [Ducks Unlimited\\*](#)
- Detroit Recreation Camp – [City of Brighton, MI](#)

\* DENOTES PROJECTS COMPLETED WITH OTHER FIRMS PRIOR TO HRC EMPLOYMENT



Gene has over 50 years of experience in the design, engineering, and construction administration for commercial, educational, industrial, institutional, and municipal types of projects. He specializes in the design of heating, ventilation, air conditioning, plumbing, process piping, fire protection, energy management and controls systems.

**EDUCATION**

Mechanical Engineering  
Lawrence Tech University

ASHRAE Advanced HVAC Design  
University of Detroit

**AFFILIATIONS**

American Society of Heating,  
Refrigeration  
& A/C Engineers

American Society of Plumbing  
Engineers

U.S. Green Building Council

Warren Parks Building Improvements  
Warren, Michigan

Warren Police Evidence Lab  
Warren, Michigan

U.S. Ecology  
Belleville, Michigan

Berkley DPW Office Renovation  
Berkley, Michigan

Warren Police Locker Room  
Warren, Michigan

Agro-Culture Headquarters  
St. John, Michigan

Chesterfield Fire Station No. 1  
Chesterfield Twp., Michigan

American Axle & Mfg.  
Rochester Hills, Michigan

Wilderness State Park Comfort Station  
Gaylord, Michigan

DPW Expansion  
Rochester, Michigan

New DPW Complex  
Bloomfield Twp., Michigan

Garage and Maintenance Facilities  
Kensington Metro Park  
Brighton, Michigan

Health Source  
Saginaw, Michigan

Belle Isle Nature Center  
Royal Oak, Michigan

Lockwood Senior Living  
Ann Arbor, Michigan

Community First Health Center  
Algonac, Michigan

New Comfort Station  
Willow Metro Park  
New Boston, Michigan

Alpine Climate Control  
Self Storage Building  
Grand Rapids, Michigan

Fairlane Town Center  
RTU's Replacement  
Dearborn, Michigan

Winchester District  
Rochester Hills, Michigan

Charly Stockwell Academy  
Brighton, Michigan

50<sup>th</sup> District Court  
Pontiac, Michigan

Old Shillelagh  
Detroit, Michigan

Pharmscript  
Livonia, Michigan

Blom Meadery  
Ann Arbor, Michigan

Parkland Park  
Comfort Station  
Dearborn Heights, Michigan

Lansing Grow Facility  
Lansing, Michigan



ENGINEERS, INC.  
180 High Oak Road  
Bloomfield Hills, MI 48304  
248-528-2670

## E. BUDGET REVIEW

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HRC has reviewed the overall construction budget of \$230,000, as stated in the RFP. Assuming this is the construction budget and design fees are not included in this total, we believe this budget should be adequate to complete the work associated with modify the building for the golf cart chargers. We do not believe this budget will also be able to fund the solar system; however, we will address the budget again during the solar feasibility study.

Note that throughout the execution of the project, the HRC Project Team will continuously evaluate the scope of work and design decisions against the stated HCMA budget. In addition, HRC will assist HCMA in evaluating the cost of design and material selections to stay within your budget.





## F. REFERENCES

### Oakland County Parks and Recreation – Groveland Oaks County Park Campground Utility Upgrade

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



### [Confidential Industrial Client] Solar Panel Feasibility Study

HRC performed an assessment for a Confidential Industrial Client in Adrian, Michigan, to install a solar panel system to help offset some of their electrical usage. HRC received one year's worth of site data to determine how large a solar field could be implemented and reached out to several vendors to prepare preliminary layouts and sizing. A 1.2MW solar array was proposed, requiring approximately 4.5 acres of land. HRC calculated the energy that would be produced, electrical cost savings, and project payback of the equipment. Following this, HRC put together a feasibility report for the client and a preliminary cost estimate to implement the solar system.



### Huron-Clinton Metropolitan Authority – HCMA Lake St. Clair Metropark Electrical Upgrades

HRC performed a site-wide assessment of the electrical distribution system at HCMA's Lake St. Clair Metropark, which included all major electrical equipment from the main switch house, where the park receives its service from DTE, to each building and other outdoor structures. HRC gathered information using the Survey123 program, which allowed for a report detailing each major piece of equipment assessed, showing its location on a map and providing a photo of the equipment. Following this assessment, HRC created a report detailing out several capital improvement projects related to the electrical distribution system, established cost estimates, and a priority list. Equipment constituting a safety hazard or potential loss to park operations was given higher priority. Following this, HRC designed a new electrical duct bank system to replace one of the main feeders to the park, which had contributed to previous outages.



## Huron-Clinton Metropolitan Authority – HCMA Pump Station Assessments

HRC performed an assessment of pump stations at six of HCMA's golf courses. As part of the assessment, HRC determined the physical characteristics of each pump station, including current condition, capacity, adequacy regarding demand, and age relative to expected service life. Based on the assessment findings, recommendations were provided for upgrades needed for each pump station to provide adequate capacity, extend its useful life, or replace components that have exceeded their useful life. This multi-disciplinary project included site-civil, electrical, mechanical, structural, and architectural assessments of the stations and associated buildings. To achieve the objective of this project, HRC developed recommendations intended to extend the service life of the pumping station, upgrade it to improve its performance, or replace if needed to meet operational demand. In addition, HRC developed scopes of work and cost estimates for each pump station.



## City of Warren – City of Warren Parks Building Improvements

Hubbell, Roth & Clark, Inc. (HRC) worked with the City of Warren on a multi-year project to renovate and improve the restroom buildings/pavilions and sites at multiple City parks. The Parks and Recreation Department's goal was to address general building deterioration and reduce overall maintenance efforts. Phase 1 of the project included the following parks: Busse, Hartsig, Miller, and Trombley. Phase 2 of the project included the following parks: Austin Dannis, Butcher, Licht, Rinke, and Veteran's Memorial.

HRC performed assessments of each of the park's assets and provided recommendations to the City regarding repairs. Restroom building updates included new vandal-resistant stainless steel plumbing fixtures, LED motion sensor lighting, ventilation improvements, electrical upgrades, doors, masonry, concrete restoration, and repainting. Renovations at the pavilions included electrical updates, replacement concrete floor slabs, and repainting.

Automatically timed locking door hardware with keypads was installed, simplifying operations for the Parks and Recreation Department, which had to unlock and lock each restroom each day manually. New upgraded ventilation systems were installed to maximize public comfort.







## OFFICE LOCATIONS



### Bloomfield Hills

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



### Delhi Township

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



### Detroit

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



### Grand Rapids

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



### Howell

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



### Jackson

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



### Kalamazoo

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



### Traverse City

1501 Cass Street  
Traverse City, MI 49684  
231-714-5007



### Troy

629 E Elmwood  
Troy, MI 48083  
248-454-6300



248-454-6300 [hrcengr.com](http://hrcengr.com)

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**EXCELLENCE.**



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Henkel, Chief of Engineering Services  
 Subject: Proposal Design Services Boat Launch Seawall  
 Location: Stony Creek Metropark, Macomb County  
 Date: January 31, 2023

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the Proposal dated January 4, 2023 from Hubble, Roth and Clark, Inc., Inc. in the amount 69,678.45 as recommended by Chief of Engineering Services, Mike Henkel and staff.

**Fiscal Impact:** The project is budgeted for \$570,000.00 dollars.

**Background:** The existing seawall at the boat launch in Stony creek is failing and needs replacement. The wall was originally constructed in 1968. The design work will address all work necessary to develop drawing and specifications for replacement of the structure. Staff will work in conjunction with the consultant to develop bidding documents for advertisement to complete the work. Design will take into consideration the existing sanitary, storm, drain tile, and electrical that exist behind the existing wall. A dock will also be incorporated into the wall design for the dockage of patrol watercraft. Design firms were ranked and scored on the following; project team and disciplines, qualifications of personnel and subconsultants, understanding of project tasks, work plan and schedule, relevant experience, references, budget review, adherence to cost proposal guidelines. The following firms submitted responses to our request for proposals.

Hubble Roth and Clark, Inc.	410 hours	\$69,678.45
Edgewater	458 hours	\$78,150.00
Nowak & Fraus Engineers	339 hours	\$53,100.00

**Attachment: Proposal from Hubble, Roth and Clark.**

*Bids were advertised on MITN(Michigan Inter-governmental Trade Network (bidnet direct).*





**HURON-CLINTON METROPOLITAN AUTHORITY**

**RFP NO. 509-22-564-D – SEAWALL DESIGN  
SERVICES FOR STONY CREEK METROPARK**

DUE DATE: JANUARY 4, 2023, BY 2:00 P.M.



**SUBMITTED TO:**  
**HURON-CLINTON  
METROPOLITAN AUTHORITY**

Stony Creek Metropark  
4300 Main Park Drive  
Shelby Township, MI 48316

**PART I – TECHNICAL**

**PREPARED BY:**  
**HUBBELL, ROTH & CLARK, INC.**

Roland N. Alix  
Vice President  
555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
(248) 454-6300



**ENGINEERING.**

**ENVIRONMENT.**

**EXCELLENCE.**

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**HURON-CLINTON METROPOLITAN AUTHORITY  
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**Design Project Title: Seawall Design Services**  
**Park Name: Stony Creek Metropark**  
**Park Address: Stony Creek Metropark , 4300 Main Park Dr., Shelby Township MI 48316**  
**RFP No.: 509-22-564-D**  
**Issue Date: 12/08/2022**  
**Response Date: 01/04/2023**  
**PROPOSAL DUE TIME: By 3:00 PM (local time)**

**LOCATION:** Return Proposal Via E-mail: [engineering.bids@metroparks.com](mailto:engineering.bids@metroparks.com)

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

**INDEX:** Included in this RFP are the following:

- RFP Form (this form)
- Attachment A – Statement of Work (and attachments, if any)
- Attachment B – Standard Authority Professional Services Agreement form (for information only)
  
- A copy of the complete RFP is available from the Michigan Inter-governmental Trade Network (MITN) website: [www.mitn.info](http://www.mitn.info)

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

Direct inquiries regarding this RFP to Jason Kulongowski, P.E., Project Representative,  
of the Engineering Department, at (Phone)810-494-6018; Email: [jason.kulongowski@metroparks.com](mailto:jason.kulongowski@metroparks.com)

This Proposal is Offered By: Name: Roland N. Alix, PE  
Address: 555 Hulet Drive  
City, State: Bloomfield Hills, MI Zip: 48302  
Phone: (248) 454-6385 Email: ralix@hrcengr.com



January 4, 2023

Huron-Clinton Metropolitan Authority  
Stony Creek Metropark  
4300 Main Park Drive  
Shelby Township, MI 48316

Attn: Jason Kulongowski, PE, Project Representative

Re: RFP No. 509-22-564-D  
Seawall Design Services

HRC Job No. 20221147

On behalf of Hubbell, Roth & Clark, Inc. (HRC), thank you for the opportunity to provide a proposal for Seawall Design Services for Huron-Clinton Metropolitan Authority (HCMA). HRC is a Michigan-based multi-disciplined engineering firm that offers a vast array of capabilities to meet and exceed the needs of our clientele. For over 105 years, we have provided consulting services to a wide variety of clients throughout Michigan, yet we continue to refine our approach to best match our client's needs.

HRC is headquartered at 555 Hulet Drive in Bloomfield Hills, Michigan, and has eight branch offices located throughout Michigan. HRC has provided a comprehensive overview of this project's highly qualified proposed staff, with an organizational chart on **Page 15** and resumes starting on **Page 16**.

HRC has wide-ranging experience assisting municipalities, authorities, and parks in seawall assessment, design, and construction administration. HRC has completed design engineering for numerous communities and clients in Michigan, including the Henry Ford Health System, City of Sylvan Lake, City of Grosse Pointe Farms, and the Village of Lake Orion.

HRC was also responsible for the design and construction administration of the pathway between Island Lake State Recreation Area and the Kensington Metropark, which included several types of seawall construction.

HRC has assisted the Huron-Clinton Metropolitan Authority with many successful projects. Highlights include:

- Huron River Erosion Remediation and Habitat Restoration Project
- Assessment of Six HCMA-Owned Golf Course Pump Stations
- Lake St. Clair Metropark – Electrical Service Upgrades
- Lower Huron Metropark – Family Aquatic Center Upgrades
- General As-Needed Survey Services

Roland Alix, PE, works primarily from the HRC headquarters office and will serve as Principal in Charge of this project and represent HRC to negotiate and bind into a contract with HCMA. This proposal will remain valid for 90 days from January 4, 2023. Mr. Alix can be contacted at 248-736-8704 or by email at [ralix@hrcengr.com](mailto:ralix@hrcengr.com).

After you have reviewed our qualifications, HRC would welcome the opportunity to discuss the details of this project further with representatives of HCMA.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,  
HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, PE  
Vice President/Partner



# A. General Information and Project Team

## INTRODUCTION

Asset management of existing facilities and infrastructure is the backbone of the U.S. economy. It is critical to the nation's prosperity and the public's health and welfare. We understand that communities and authorities today face aging assets challenges. Failing assets interrupt daily life, slow commerce, jeopardize public health, pollute the environment, and damage quality of life. Our infrastructure asset issues are solvable if you have the right partner to identify a wide range of solutions.

Hubbell, Roth & Clark, Inc. (HRC) was founded on developing innovative engineering solutions for growing infrastructure and wastewater handling needs. We utilize industry-leading approaches, materials, and technologies to ensure all assets are more resilient, including the supporting infrastructure for these assets. We have had the good fortune of serving Michigan communities for over 105 years on a wide range of projects. This longevity has been accomplished due to the strength of more than 290 engineers, scientists, architects, surveyors, and technicians. Our personnel stays focused on our client's desired outcomes, addressing project challenges with superior solutions. Our client-centric processes identify, communicate, track, document, and measure our client's expectations from the beginning of the project until the end.

As an example, the Detroit Wastewater Treatment Plant, designed and completed by HRC, is recognized as one of Michigan's Top 10 Civil Engineering Outstanding Achievements of the 20<sup>th</sup> century. This type of service paved the way for the firm to emerge as a leader in the design of not only major infrastructure projects but other assets and facilities that support our quality of life.

At HRC, our clients are a significant part of our culture. Our relationships with each one are worth more than the services we sell. Everything we build is developed to address their needs. We work alongside clients to co-develop solutions that create trusted interactions, surpassing expectations and achieving *engineering, environment, and excellence* requirements.

**ENGINEERING.** HRC is a full-service, multi-disciplined firm. As providers of engineering services to public and private clients, we strive to function as an extension of our client's engineering department. As a result, our personnel can address specialized projects and participate in general projects that exceed staffing capabilities. Also, our materials testing laboratory is well equipped to manage typical owner quality assurance testing, which enhances HRC's ability to coordinate with third-party testing services necessary for design and construction projects.

**ENVIRONMENT.** From our beginnings, solving wastewater problems, to protecting our environment and our neighbors, to our more recent habitat and natural resource restoration projects, HRC is proud of our strong sense of environmental stewardship. We provide our valued clients with innovative environmental services from planning to implementation, study to design, and idea to completion.

**EXCELLENCE.** HRC's innovative design solutions have garnered numerous industry awards throughout our rich history. HRC is proud of its many engineering achievements received from the American Council of Engineering Companies (ACEC), American Society of Civil Engineers (ASCE), American Public Works Association (APWA), and other professional organizations for innovative and cost-effective projects.

HRC is proud of the unwavering service to our clients, and we look forward to serving your needs for Seawall Design Services at Stony Creek Metropark.

## FIRM BACKGROUND

HRC is a 108-year-old, privately held, Michigan-headquartered consulting engineering firm that specializes in infrastructure, the environment, and enhancing clients' physical facilities. HRC has been involved in the design and construction of many iconic Michigan projects that have supported the growth and prosperity of our state.

We are 290 strong: engineers, scientists, architects, landscape architects, surveyors, and technicians who strive to keep a laser-like focus on our client's desired outcomes while preparing superior work products.

The vast majority of HRC's resources are focused on clients and projects rather than securing the next acquisition. We are hands-on problem solvers. HRC is, by design, agile enough to tackle small quick turn-around assignments and large complex projects.

**290** TEAM MEMBERS

**100** INDUSTRY AWARDS EARNED SINCE 2010

**88** PROFESSIONALS  
(PE, PS, AIA, CFM, FE/EIT, GIT, GISP, LEED® AP)

**43** MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) PREQUALIFICATION CLASSIFICATIONS

**\$1 Billion** GRANTS AND LOW-INTEREST LOANS SECURED FOR OUR CLIENTS' PROJECTS

**9** LOCATIONS IN MICHIGAN  
BLOOMFIELD HILLS • DELHI TWP. DETROIT • GRAND RAPIDS HOWELL • JACKSON • KALAMAZOO TRAVERSE CITY • TROY

**CLIENT SATISFACTION REVIEW**  
**9.2/10** AVERAGE AT THE END OF PROJECTS IN THE LAST YEAR

**100** MICHIGAN GOVERNMENTAL AGENCIES SERVED  
A TRADITION OF PERSONAL SERVICE AND SUCCESSFUL PROJECTS SINCE 1915

RECOGNIZED AS A TOP 50 TRENCHLESS TECHNOLOGY DESIGN FIRM AND AN ENR TOP 500 DESIGN FIRM FOR OVER 15 YEARS

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

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

## CORPORATE OFFICERS AND OFFICE LOCATIONS

Hubbell, Roth & Clark, Inc. is organized as an S-Corporation in the state of Michigan. There are nine principals of the firm, all licensed professional engineers in the State of Michigan. HRC has 21 associates, all licensed professionals in the State of Michigan. HRC's Federal Employer Identification Number is 38-066837. The name, corporation title, and primary activity of each of the principals are listed in **Table 1**.

Table 1. HRC Officers and Primary Activity

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

HRC is headquartered in Bloomfield Hills, Michigan, with eight branch offices located throughout the lower peninsula. The complete addresses of these business locations are listed below. This project will be managed from our Bloomfield Hills office.

### HRC OFFICE LOCATIONS

- ≡ Bloomfield Hills  
555 Hulet Drive  
Bloomfield Hills, MI 48302  
248-454-6300 | Fax: 248-454-6312
- ≡ Grand Rapids  
1925 Breton Road S.E., Suite 100  
Grand Rapids, MI 49506  
616-454-4286
- ≡ Kalamazoo  
834 King Highway, Suite 107  
Kalamazoo, MI 49001  
269-665-2005
- ≡ Delhi Township  
2101 Aurelius Road, Suite 2A  
Holt, MI 48842  
517-694-7760
- ≡ Howell  
105 West Grand River  
Howell, MI 48843  
517-552-9199
- ≡ Traverse City  
1501 Cass Street  
Traverse City, MI 49684  
231-714-5007
- ≡ Detroit  
Buhl Building, Suite 1650  
535 Griswold Street  
Detroit, MI 48226  
313-965-3330
- ≡ Jackson  
401 S. Mechanic Street, Suite B  
Jackson, MI 49201  
517-292-1295
- ≡ Troy Lab  
629 E Elmwood Street  
Troy, MI 48083  
248-454-6300

## Reputation for Professional Integrity and Competence

Our philosophy is reinforced through our management group with our employees so that our clients and their respective projects benefit directly daily. These inherent values have served us well for over 105 years, and we believe we shall continue to do so into the future. We consider our clients part of our culture, and they appreciate our values and commitment.

In the over 105 years HRC has been in business and considering the tens of thousands of projects we have worked on, we are not aware of a single legal claim that has been made against our ethics or integrity, nor has HRC ever experienced bad publicity for such behavior. The following is our mission statement, and while it may seem clichéd, it identifies who HRC is as a company.



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

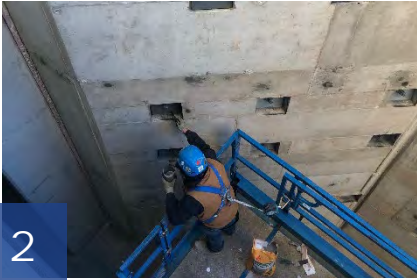
To accomplish our mission, every employee must continuously strive to uphold these values:

- To always deal honestly and fairly
- To consistently improve our methods, techniques, and knowledge to better serve our clients' needs
- To give our clients full value on every service provided
- To always handle our clients' requests promptly
- To accept our clients' complaints with patience, calmly and courteously, and make a full and satisfactory explanation, exercising tact at all times
- To take a personal interest and initiative in meeting our clients' needs within the realm of our professional activity
- To guard and protect confidential client information





1



2



3



4



5



6

## Achievements

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

1. **City of Rochester Hills Innovation Hills Project** earned the APWA/Michigan Chapter 2021 Project of the Year in the category of Quality of Life (\$5M–\$25M), the 2021 ACEC/Michigan Chapter Engineering & Surveying Excellence Merit Award. The ASCE/Michigan 2021 Quality of Life Merit Award and the MCA Award in the Innovation category for 2020

2. **Wayne County Airport Authority (WCAA) DTW Emergency Retaining Wall Repairs** earned both the APWA/Michigan Chapter 2021 Project of the Year in the category of Structure (\$1M–\$5M) and the ACEC/Michigan Chapter Engineering & Surveying Excellence Merit Award in 2021.

3. **Macomb County Public Works Sterling Relief Drain Daylighting & Green Infrastructure Retrofit** Project earned the APWA/Michigan 2021 Project of the Year in the category of Quality of Life (\$1M–\$5M).

4. **City of Howell State Street Renovation** earned the APWA/Michigan 2020 Project of the Year Award in the category of Quality of Life (\$1M–\$5M).

5. **Road Commission of Kalamazoo East Michigan Avenue Emergency Repair** Project earned the APWA/Michigan Chapter 2021 Project of the Year in the category of Emergency Response (Less than \$1M) and the ASCE/Michigan Quality of Life 2021 Award.

6. **Farmington Hills’ Nine Mile Road and Halstead Road Intersection** Project earned the APWA/Michigan 2020 Project of the Year Award and the 2019 MCA Award in the Intersections category.



HRC was named a **2022 Top Workplaces USA** for a second year consecutively. The Detroit Free Press also recognized us as a Top Workplace for a fourth year. Other accolades include being a **Top 50 Trenchless Technology Design Firm** and an ENR **Top 500 Design Firm**. HRC also received the honor of being named one of the **Cool Places to Work in Michigan** by Crain’s Detroit Business magazine in the past.

## SUBCONSULTANT — G2 CONSULTING GROUP, INC

HRC will be teaming up with G2 Consulting Group, Inc. (G2) to provide the geotechnical engineering services for completing the required soil borings and report necessary for understanding the existing soil conditions of the project area.

G2 specializes in 'everything below the ground,' so it is appropriate that the firm started below ground as well. To be more specific, G2 started in Noel Hargrave-Thomas' basement, where he and fellow founders Mark Smolinski and Bruce Wilberding began to lay out their plans in August 1994 to deliver responsive, specialized geotechnical engineering, environmental consulting, and construction engineering services that would help clients build better, build smarter, and build profits.

### Geotechnical Engineering

- Soil investigations, including soil borings and test pits
- Design recommendations for foundations, pavements, underground construction and earthwork
- Design of dewatering systems
- Soil dynamic studies, vibrations monitoring and evaluation
- Pile load tests, static and dynamic pile analyses
- Investigation of soil related failures
- Soil and foundation instrumentation
- Laboratory testing of soils

### Geoenvironmental Engineering

- Phase I/II Environmental Site Assessment (ESA)
- Baseline Environmental Assessments (BEA)
- National Environmental Policy Act (NEPA) compliance
- Due Care Plan
- Wetland determination/delineation
- Floodplain and wetland permitting
- Hazardous materials evaluations
- Comprehensive asbestos surveys
- Lead based paint evaluations
- Brownfield studies
- Environmental drilling and sampling
- Groundwater monitoring
- Indoor air quality studies
- Water Intrusion/mold evaluations

### Construction Engineering

- Field observation and testing
- Earthwork operations
- Foundation construction
- Concrete materials and placement
- Bituminous paving materials and placement
- Masonry
- Laboratory testing of aggregates, concrete, bituminous and masonry
- Construction material evaluation
- AASHTO Accredited Laboratory
- AASHTO R18
- ASTM C1077



Earth Retention Wall Design and Construction



Road Infrastructure Design & Construction



## B. Understanding of Project and Tasks

Since the park development boom of the 1960 to the 1980s, HRC understands that many of our park assets have reached the end of useful life, including supporting infrastructure like the 1968 installed seawall at Stony Creek Metropark. Replacement of this seawall will maintain the public's access and enjoyment of Stony Creek Lake and provide additional security for the guests of the park by providing a permanent dock system and gangway for HCMA and Washington Township Police departments.

HCMA is requesting a design engineering service proposal to replace the existing 400 linear foot seawall, including a permanent dock/gangway system for the mooring of public safety department's boats and equipment. These services include the necessary site investigation, surveying, and project design development for structural, electrical, environmental, and civil engineering to provide HCMA with a comprehensive set of construction documents and drawings for public bidding. In addition, HRC is prepared to provide bidding assistance and construction administration as provided in the allowance.

### SITE INVESTIGATION, SCHEMATIC DESIGN & RECORD RESEARCH

**Task 1a** – HRC will initiate a meeting with HCMA staff, including maintenance and operations staff, for introductions, discuss various issues and project goals, and obtain additional maintenance and operational records to assist HRC in developing construction documents for the seawall replacement.

**Task 1b** – As provided in the HCMA request for proposals, including any additional maintenance and operations records submitted after the project is awarded, HRC will thoroughly review these documents to understand previous construction intent, previous repair scope of work, and existing conditions, including how the replacement will affect adjacent underground utilities, including upgrading the existing site electrical lighting.

**Task 1c** – HRC's environmental engineering staff will review existing information and early concept plans to develop an EGLE permitting strategy. A brief site meeting may be warranted. Based on the initial scope of work, an Individual Permit will be necessary. However, exemptions and General/Minor permit categories for portions of this work may be available under PA 451 of 1994, Part 301. We will explore these opportunities and take advantage of any permit categories that may reduce EGLE review times. Please note, under current circumstances at EGLE, we do NOT believe a Pre-Application meeting is warranted. These meetings take a long time to schedule and even longer to receive any feedback, let alone constructive feedback that will make for a better application.

**Task 1d** – Alternative Analysis – HRC will begin to develop and submit schematic design alternatives and opinions of costs for review by HCMA staff.

- *Initial design considerations lead HRC to believe that installing a new "P.Z." sheet pile section wall in front (lakeside) of the existing sheet pile wall, while only partially removing the existing seawall, would allow for significant savings in the demolition costs and construction time associated with the removal of the existing wall sheeting.*

**Task 2** – HRC will coordinate the required site topographical and existing site surveying after the proposed geotechnical soil borings are completed. This recommended scope of surveying work includes capturing the lake bottom elevation at the existing seawall and approximately 25 feet out into the lake, assuming winter weather conditions are appropriate for augering holes through the existing ice. Other land-based existing site information will be captured from the back of the existing parking lot curb and around the ends of the existing seawall.

**Task 3** – G2 Consulting Group, LLC will perform two soil boring along the length of the existing sheet pile wall to a depth of 40 feet below the existing grade, with soil samples taken at regular intervals by the Standard Penetration Test (STP) method (ASTM D1586). A laboratory test will be performed to determine the physical characteristics of the subsurface soils, and an engineering report will summarize the findings, and present evaluations, conclusions, and recommendations for seawall design, engineering, and construction.

## DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

**Task 4a** – Upon completion of Tasks 1–3, HRC will begin to develop and submit preliminary design drawings, details, and opinions of costs (50% design development) for review by HCMA staff.

**Task 4b** – HRC’s second in-person meeting with HCMA staff will review and discuss the preliminary design drawings, cost estimate, and proposed materials and address any further ideas, concerns, or issues.

**Task 5a** – Based on the preliminary review, HRC will refine the design documents and develop the necessary design and construction specifications for construction bidding and procurement.

**Task 5b** – Upon 90% completion of the design documents and specifications, HRC will submit these documents for final HCMA staff review.

**Task 5c** – The purpose of HRC’s third in-person meeting with HCMA staff will be to review and coordinate the design/construction documents for bidding and procurement.

**Task 6** – HRC will finalize design/construction documents and submit them to HCMA for bidding and procurement.

**Task 7** – Included within the above Tasks 1a, 4b & 5c.

**Task 8** – At the earliest possible opportunity of refining the design documents, HRC will complete and submit the necessary permit application(s) for environmental review by the Michigan Department of Environment, Great Lakes & Energy (EGLE), including any other federal, state or local permit applications.

- *HRC has had recent experiences with obtaining permits from EGLE. The permitting process is, unfortunately, less than optimal, and we are concerned EGLE’s review process may jeopardize HCMA’s desired project start date.*

## BIDDING ASSISTANCE

**Task 10** – During the bidding and procurement phase, HRC proposes to assist HCMA with responses to vendor questions, issue addendum(s), attend one pre-bid site meeting, and evaluate submitted bids in conformance with the project construction documents.

## CONSTRUCTION PHASE AND PROJECT START-UP

**Task 11** – Upon a construction contract award by the HCMA Board, HRC proposes to review construction submittals, maintain submittal logs, respond to Request for Information (RFI’s) and issue bulletins/change orders as needed.

**Task 12** – During construction, HRC proposes attending up to four site progress meetings with HCMA and awarded vendor, including preparing the meeting agenda, inspection notes, and meeting minutes.

**Task 13** – Upon substantial completion of the construction, HRC proposes to complete a review of the required performance and material warranties in conformance with the construction documents and assist HCMA in creating a ‘Punch’ list of outstanding construction items to be completed.

## ASSUMPTIONS/CLARIFICATIONS

1. HCMA shall administer the bidding and procurement process, including any required public notifications, bid openings, and board recommendation letters and meetings.
2. HCMA will provide construction layout, observation/inspection, and application for payment/waiver reviews/approvals.
3. HCMA will review, maintain and communicate the project “Punch List” as items are completed.
4. Additional construction site progress meetings, if required, shall be paid according to the approved Fee Schedule.
5. Due to the location of sanitary, storm, and water utilities, this proposal assumes that relocation of these services is not necessary, including any subsurface drainage to the existing seawall.
6. EGLE Environmental permit approval is estimated to take a minimum of 180 days from the time of permit submittal. HRC will submit the permit application and drawings and any applicable fees to be a direct reimbursement.
7. It is assumed no required federal United States Fish and Wildlife Service (USFWS) or Army Corp of Engineers (USACE) permits will be required.
8. All design engineering shall conform to the current Americans with Disabilities Act (ADA).
9. Opinions of cost shall conform to the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction.
10. MISS DIG will be contacted by G2 72 hours before completing the soil boring and assumes all private utilities to be located by HCMA.
11. Soil boring holes will be properly backfilled. However, some settling may occur, requiring HCMA staff to check and restore conditions for public safety periodically.
12. G2 will minimize disruption of all surfaces. However, some surface or lawn restoration may be required by HCMA staff after geotechnical services have been performed.

## C. Management Summary, Work Plan and Schedule

### PROPOSED METHODOLOGY AND QUALITY

The Key Staff that will provide the necessary Professional Services under this contract have diverse backgrounds with a wealth of experience. The Project Team is prepared to provide quality structural, electrical, and civil engineering services to meet the requirements of this project. The Site/Civil, Surveying, Structural, Electrical, and Mechanical departments at HRC would be involved in the applicable phases of the work as required to ensure a smooth and efficient design and construction process. HRC prides itself on being a multi-disciplinary firm under one roof so that projects can be fully coordinated and designed with maximum efficiency, and information is not lost in translation to team members that are spread across many firms.

The Project Manager for this project and the main point of contact between the HCMA and HRC will be Michael J. Donnellon, Jr. Mr. Donnellon is a Senior Project Manager and Landscape Architect at HRC with a considerable amount of experience managing complex design and construction projects. Services provided by HRC under this contract will be overseen by Mr. Donnellon, who will track the project schedule and budget, as well as the quality of service, to ensure the product delivered to the HCMA meets or exceeds expectations.

### PROJECT APPROACH

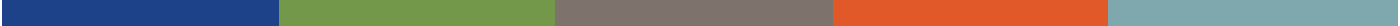
To start the project right, the Project Team will begin with a kickoff meeting with key HCMA staff, including the park operations and engineering staff. This meeting provides an opportunity for HRC to gather relevant background information, determine the desired project outcome, and clearly understand the project's scope, goals, and budgets. In addition, HRC's experience in this area provides an effective means to understand the Owner's objectives and priorities.

A project plan will then be developed that will include information that has been gathered, so the project meets the goals of the HCMA. The project plan will include tasks and milestone dates essential to the project's successful completion. These items typically have the largest impact on the project's schedule and cost, such as permitting, identifying major decision points, and any unique challenges. The Project Manager will then communicate this information to the appropriate HCMA personnel and provide periodic updates with the understood goals in mind. The Project Manager will include potential changes in scope, cost, or schedule in this communication. The Project Team's experience provides the ability to foresee potential issues, analyze the existing information effectively, and develop a project plan that will succeed.

### DESIGN SERVICES

#### Studies and Communications

A visit to the project site will be scheduled in conjunction with the kickoff meeting. It would be desirable to have applicable personnel available for the site visit to discuss the project requirements and any relevant challenges associated with the performance of the work. The site visit will allow the design team to gather field data needed to prepare the construction documents. The initial investigation of the site will focus on the feasibility of the project and any obstacles that may require special design considerations. Part of this initial investigation will also focus on the project organization, alternate ways to approach the project, and preliminary cost estimates for the proposed work.



The Project Team will analyze the information gained during the project scoping and will proceed with a preliminary design for the project. The Project Manager will constantly be involved in the project's design and will be aware of major issues. This understanding will be relayed to the HCMA regularly. The Project Manager will also monitor the project's progress to identify potential issues or concerns that need to be addressed. Any potential issues will be identified and resolved in the contract documents. Our Project Team strongly believes that when issues are identified, they should be brought to the appropriate individual's attention as soon as possible with options for solutions and applicable costs.

## Site Plans and Verification of Existing Site Conditions

The Project team will confirm the accuracy of the existing reference drawings as part of our initial investigation. Topographical survey data will be gathered at the site to ensure an accurate design and minimize potential field problems during construction. Site plans will include information necessary for the described work. Elevations will be included to verify drainage to structures and coordinate with the existing features. Proposed grades will be coordinated with existing grades to provide a smooth transition from the construction to the adjacent areas. The Site Plan drawing will also include a plan that shows the overall property and a location map for convenience.

## Drawings

Our CAD Technicians are trained in the current versions of the CAD software being used and in preparing structural, mechanical, electrical, and civil drawings to an appropriate scale. Drawings will include plans, elevations, sections, details, schedules, and notes as applicable to fully describe the design for the prospective contractors to bid on the project competitively and for a contractor to construct the project to meet the expectations of the HCMA. Work items will be specified on the drawings.

Our design effort will utilize design, drawings, specifications, and standards for structural and electrical components and other structures that conform to the latest codes and standards of HCMA having jurisdiction as applicable to the project. HRC works in both MicroStation and AutoCAD CAD software. HRC utilizes the latest software version and will provide the drawings in the format the HCMA needs to maintain its digital records.

## Opinions of Cost Estimates

The Project Team will provide detailed cost estimates to understand the ramifications of design decisions and ensure the Owner accepts said decisions, including line items for each item of work, quantities of each item, unit costs, and extensions of that cost. The amounts shown are normally subcontractor costs, with general contractor overhead and profit shown as separate line items. We have greatly succeeded in our estimates reflecting current market conditions and accurately projecting project costs.

## Final Design, Dimensioning, and Detailing

The preparation of effective contract documents is critical to the successful construction and completion of a project. The Project Team will focus not only on including the appropriate designs, details, and specifications but also on providing a clear understanding of what is intended. This allows the contractor and construction staff to understand better the project's goals and results in a more streamlined construction process. The Project Team's Final Design will be supported by statements of criteria, load factors, assumptions, and codes used in the design, diagrams and charts developed in connection with the design, and the appropriate computations. This information will be available to the HCMA upon request.

Our Project Team's experience, client updates, and progressive design methods will provide a thorough and complete set of contract documents, including drawings and specifications. These will ensure that the project will remain within scope, schedule, and budget. Having a consistent Project Manager communicating the designer's intent to the construction personnel has proven to be a successful method of improving cost-effectiveness and developing solutions for unforeseen issues that arise in the field. Dimensions and detailing of the contract documents will be provided pursuant to our rigorous standards for providing clear and concise information on our drawings.

## CONTRACT DOCUMENTS

The Project Team will provide the HCMA with hard copies and electronic versions of the construction documents for their inclusion in a Request for Proposal or an Invitation to Bid. These construction documents will include a detailed work summary, technical specifications, and drawings. The specifications are organized with individual Sections to cover the particular materials and products necessary for the scope of work on the project, including the necessary editing tailored to the project. Our QA/QC assurance process strives to eliminate ambiguities and constructability issues, including relevant technical requirements and minimum standards, to establish comparison criteria for "approved equal" products.

Our services will include responding to questions from bidders and, if necessary, providing addenda to clarify an issue.

## MEETINGS

The Project Team will assist the HCMA with the procurement of a contractor to perform the work and administration of the construction project through participation in meetings during these phases of the project. Meetings our Project Team will participate in will include, but may not be limited to, the following:

- **Design and Planning Meetings**

The Project Team will participate in three (3) design review meetings to discuss design progress and obtain owner direction on design/material selections. HRC will prepare agendas and issue meeting minutes for all meetings.

- **Construction Progress Meetings**

The Project Team will participate in four Construction Progress Meetings to monitor the progress of the project and to ensure the continued development of the project requirements. During these meetings, issues affecting the project schedule or budget will be discussed so potential resolutions can be discussed, agreed upon, and implemented.

## PROPOSED SCHEDULE

Task	Working Days
Authorization.....	Day 0
Pre-design Meeting.....	Day 5
Complete Conceptual Design, Issue to Owner .....	Day 20
Owner Approval of Conceptual Design.....	Day 25
50% Design Submittal .....	Day 40
Owner to Provide 50% Design Comments .....	Day 45
90% Design Submittal .....	Day 60
Owner to Provide 90% Design Comments .....	Day 65
Submittal of Final Plans and Specifications.....	Day 75

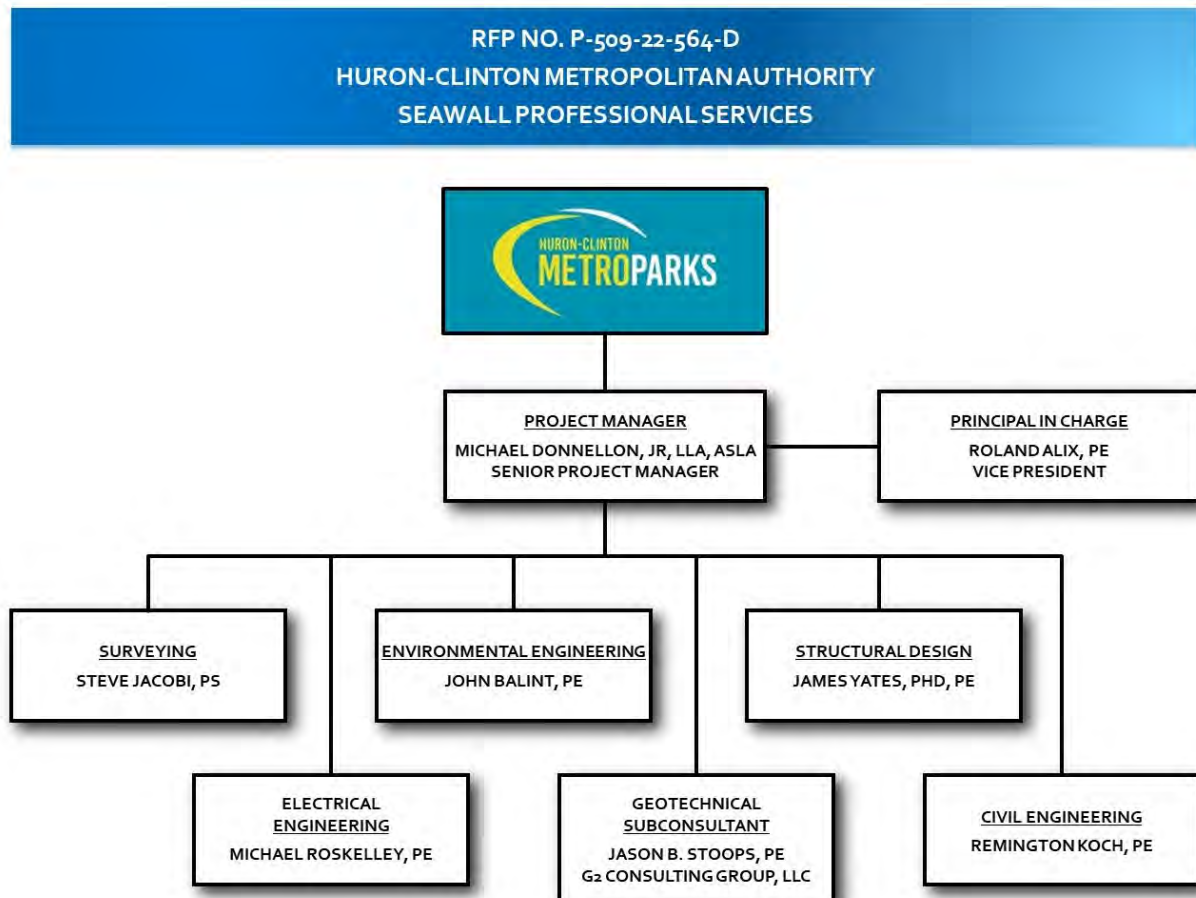


## D. Personnel

HRC has assembled an experienced Project Team of highly qualified professionals, technicians, and support staff to provide Architectural and Engineering services to the HCMA to complete this assignment. HRC's policy is to have all projects assigned to a firm principal. This assignment ensures that each project will receive individual attention and have the direct interest of the firm. Additionally, HRC has selected Senior Project Manager Michael Donnellon to manage all aspects of this project. Mr. Donnellon has over 30 years of experience working directly for Oakland County Parks & Recreation, recently serving as their Chief of Park Facilities Maintenance and Development.

The Project Manager, Mr. Donnellon, will be directly involved in all aspects of the project and will ensure the project is on schedule and any issues or concerns arising during construction are addressed and communicated to the HCMA. In addition, they will continually discuss with the owner upcoming work and schedules from days to weeks in advance. While it is inevitable that issues or challenges will arise during construction, the Project Team prides itself on providing quick resolutions and having the staff handle most situations. Whether it involves private utilities, permitting, environmental, geotechnical, scheduling, material, contractor requests for extras, or other situations, the Project Team has the staff and experience to resolve the most difficult of challenges. This ability will be key to ensuring the project remains on schedule and within the defined budget and scope. HRC also includes numerous personnel, from construction observers to construction engineers, with proven records of assisting with the execution of various construction projects.

### ORGANIZATIONAL CHART





Mr. Donnellon recently joined HRC with over 30 years’ experience in asset management of facilities, design, and planning, including capital improvement project identification, budgeting, and implementation. He is a skilled project manager, able to analyze the size and scope of projects and determine the expenditure in manpower and funding necessary for project execution. He is well versed in strategic planning, design, and construction relating to preservation and renovation of parks, buildings, trails, landscapes, natural areas, and related recreational facilities and infrastructure. He served as the Chief of Park Facilities Maintenance and Development for Oakland County Parks & Recreation from 2008-2022, and as their Architectural Engineer from 1996-2008. He joined the County with several years of experience in the residential and commercial landscape design and design-build industries.

<p><b>EDUCATION</b></p> <p>BLA, Landscape Architecture Michigan State University</p> <p>Associate of Liberal Arts, Oakland Community College</p> <p><b>EXPERIENCE</b></p> <p>With HRC less than 1 year 31 years of experience</p>	<p><b>PROFESSIONAL REGISTRATION/ CERTIFICATION</b></p> <p>Registered Landscape Architect, State of Michigan (RLA#1265)</p>	<p><b>AFFILIATIONS</b></p> <p>Groveland Township Board of Zoning Appeals</p> <p>Knights of Columbus (1st—4th Degree)</p> <p>Member, American Society of Landscape Architecture</p>
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**PROFESSIONAL EXPERIENCE**

**PARKS AND RECREATION**

**Golf Courses**

- Irrigation Pond Dredging – [Glen Oaks Golf Course, Farmington Hills](#)
- Park & Golf Course Development – [Lyon Oaks, Lyon Township](#)
- Golf Course & Park Redevelopment – [Red Oaks, City of Madison Heights](#)
- Clubhouse & Conference Center Replacement & Site Improvements – [White Lake Oaks, White Lake Township](#)
- Golf & Conference Center Parking Lot & Storm System Replacement – [Glen Oaks, Farmington Hills](#)
- Cart Bridge Replacement – [Glen Oaks Golf Course, Farmington Hills](#)
- Underground Fuel Tank Removal & Site Remediation – [Springfield Oaks Golf Course, Davisburg](#)
- Culvert & Drainage Replacements – [Springfield Oaks Golf Course, Davisburg](#)
- Culvert & Drainage Replacements – [White Lake Oaks Golf Course, White Lake Township](#)
- Well Replacement – [Springfield Oaks Golf Course, Davisburg](#)
- Clubhouse & Site Replacement – [Red Oaks Golf Course, Madison Heights](#)

**Conference/Banquet Centers**

- Buhl Estate Electrical Improvements – [Addison Oaks, Leonard](#)
- Buhl Estate Structural Improvements – [Addison Oaks, Leonard](#)

**Campgrounds**

- Boathouse Rental Building & Site – Addison Oaks, Leonard
- Ground Water Discharge Permit Improvement – Groveland Oaks, Holly
- Section C Sanitary & Electrical Improvements – Holly
- Sections A&B Sanitary & Electrical Improvements – Holly

**Waterparks**

- Splash Pad & Family Restroom Development – Red Oaks Waterpark, Madison Heights
- Sanitary Pump Station Installation – Red Oaks Waterpark, Madison Heights

**Parks and Nature Centers**

- River Loop Trail & Boardwalk – Independence Oaks, Clarkston
- Accessible Trails Docks & Boardwalks – Rose Oaks, Rose Township
- Accessible Trails, Docks & Boardwalks – Highland Oaks, Rose Township
- Connector Trail, Red Oaks – Madison Heights
- Connector Trail – Addison Oaks, Leonard
- Buhl Lake Trail – Addison Oaks, Leonard
- Lakeshore Trail Accessible Improvements – Independence Oaks, Clarkston
- Thread Creak Trail Paving – Groveland Oaks, Holly
- Park Road Repaving & Storm Water Improvement – Independence Oaks, Clarkston
- Mill Pond Dam Removal & Restoration – Springfield Oaks, Davisburg
- Nature Center Pedestrian Bridge Replacement – Independence Oaks, Clarkston
- Spring Lake Boardwalk Replacement – Independence Oaks, Clarkston
- Ted Grey Boardwalk Replacement – Independence Oaks, Clarkston

**Natural Resource Management Oversight**

- Prescribe Burning Program – Oakland County Parks
- Invasive Species Removal & Restoration Program – Oakland County Parks
- Forestry Program – Oakland County Parks
- Freshwater Resource Program – Oakland County Parks
- Collaborative Invasive Species Management Areas – Oakland County Parks



Richard Nacey is the Structural Department Manager with Hubbell, Roth & Clark, Inc. He has a passion for design and innovation and is familiar with multiple materials and leading construction methods. This professional insight provides him with the ability to develop and evaluate options and implement solutions. Through evaluation, he identifies the strengths and weaknesses of alternative solutions, conclusions, or approaches to potential project obstacles and for recommendations for remedial rehabilitation. He works in collaboration with multidiscipline teams to evaluate project challenges and identify design opportunities a unified and efficient final design.

Mr. Nacey is responsible for and oversees structural design engineering and contract documents of the Structural Department. Mr. Nacey has extensive bridge design, bridge rehabilitation, bridge scoping and bridge inspection experience.

EDUCATION	PROFESSIONAL REGISTRATION/ CERTIFICATION	AFFILIATIONS
MS, Civil Engineering, Structures Wayne State University, 1989  BS, Civil Engineering, Structures Michigan State University, 1981	Professional Engineer Michigan No. 6201035232  MDOT/FHWA Qualified Team Leader (QTL)  U.S. & Canadian Patent – Specialized Bridge Bearing System	American Association of State Highways and Officials (AASHTO)  American Institute of Steel Construction (AISC)  American Society of Civil Engineers (ASCE)  American Concrete Institute (ACI)
EXPERIENCE		
With HRC since 1985 40 years of experience		

## PROFESSIONAL EXPERIENCE

### ROADS AND BRIDGES

- Seventeen Mile Road over the Plumbrook Drain – [City of Sterling Heights](#)
- East High Street Bridge over the Grand River – [City of Jackson](#)
- Nine Mile Road Bridge Replacement Project over the Rouge River – [City of Southfield](#)
- Sharon Valley Road Bridge Replacement Project over the Raisin River – [Washtenaw County Road Commission](#)
- Structure A Bridge Rehabilitation, Phase 1 & 2 – [General Motors Milford Proving Grounds](#)
- Structure B Bridge Rehabilitation, Phase 1 & 2 – [General Motors Milford Proving Grounds](#)
- Structure C Bridge Replacement Project – [General Motors Milford Proving Grounds](#)
- Twelve Mile Road Bridge at Gate 1, Bridge Deck and Railing Replacement – [General Motors Warren Tech Center](#)
- Drake Road Culvert Replacement – [City of Farmington Hills](#)
- Orion Road Bridge over Paint Creek – [Road Commission for Oakland County](#)
- Tamworth Street Bridge Replacement – [Road Commission for Oakland County](#)
- Cass Lake Road Bridge Replacement – [Road Commission for Oakland County](#)
- Seventeen Mile Road Bridge over Conrail Superstructure Replacement – [City of Sterling Heights](#)
- Dodge Park Road Reconstruction Metro Parkway to Utica Road – [City of Sterling Heights](#)
- Beech Road Bridge over the Rouge River Replacement – [City of Southfield](#)
- Featherstone Road Bridge Replacement – [City of Pontiac](#)
- Eleven Mile Road Bridge over Pernick Drain Rehabilitation – [City of Southfield](#)
- 2010 Road and Bridge Improvement Program – [City of Bloomfield Hills](#)

- 2010 Cranbrook Road Bridge Replacement Projects – [City of Bloomfield Hills](#)
- Tienken Road Bridge Replacement – [City of Rochester Hills](#)
- Cooley Lake Road Bridge Rehabilitation – [Road Commission for Oakland County](#)
- Evergreen Road Bridge over Rouge River Rehabilitation – [Village of Beverly Hills](#)
- Civic Center Drive Bridge Deck Joint Replacement – [City of Southfield](#)
- Bridge Street Bridge Deployment – [City of Southfield](#)
- University Street Bridge over Paint Creek Replacement – [City of Rochester](#)
- Second Street over Paint Creek Replacement – [City of Rochester](#)
- Cass Avenue and Auburn Road Reconstruction and Bridge Rehabilitation – [City of Utica](#)
- Long Lake Road Over Gibson Drain Bridge Replacement – [City of Troy](#)
- Ryan Road Culvert Bridge Replacement – [City of Sterling Heights](#)
- Eighteen and a Half Mile Road Culvert Bridge Replacement – [City of Sterling Heights](#)
- Thirteen Mile Culvert over Rouge River Reconstruction – [Village of Beverly Hills](#)
- 2011 Vehicular and Pedestrian Bridge Rehabilitation – [City of Rochester Hills](#)
- Rummell Relief Drain Bridge Replacement – [City of Southfield](#)
- Fifteen Mile Road Bridge over Red Run Drain Reconstruction – [City of Sterling Heights](#)
- Bridge Inspection for GM Milford Proving Grounds – [General Motors Corporation](#)
- Bridge Inspection and Appraisals – [Numerous Clients, Michigan Bridge Inspection System](#)
- Evergreen Road Culvert Stabilization – [Village of Beverly Hills](#)
- M-24 Dam Rehabilitation Phase II – [Village of Lake Orion](#)
- Walton Blvd Culvert Replacement – [City of Auburn Hills & Rochester Hills](#)

#### PEDESTRIAN BRIDGES

- Innovation Hills Swinging Cable Pedestrian Bridge over the Clinton River – [City of Rochester Hills](#)
- Heritage Park Pedestrian Bridge – [City of Farmington Hills](#)
- Esker Park Pedestrian Bridge – [Delhi Charter Township](#)
- Auburn Ave Traffic Signal, Pedestrian Bridge Removal Project – [City of Pontiac](#)
- Dodge Park East Pedestrian Bridge – [City of Sterling Heights](#)
- Innovation Hills Trails and Pedestrian Bridge – [City of Rochester Hills](#)
- Northlawn Drive Pedestrian Bridge Rehabilitation – [City of Sterling Heights](#)
- Pedestrian Bridge Replacement in Dodge Park – [City of Sterling Heights](#)
- Gar Island Park Historic Pedestrian Bridge Rehabilitation – [City of Eaton Rapids](#)
- 2014 Municipal Park South Pedestrian Bridge – [Village of Clarkston](#)
- Township Park Foot Bridge – [Plymouth Township](#)
- Heritage Park Improvements – [City of Utica](#)
- Paint Creek Walkway Phase II Rehabilitation – [City of Rochester](#)
- Riverland Drive Pedestrian Bridge Replacement – [City of Sterling Heights](#)





Dr. Yates is a licensed structural engineer with over 32 years of experience in the structural design of multiple building materials and numerous sustainable construction techniques. His expertise includes a broad spectrum of building and client types, enabling him to provide creative, cost-effective solutions for all projects.

As a structural Senior Project Engineer, Dr. Yates manages projects of all sizes and has the depth of professional knowledge that allows him to evaluate, select, and engineer all structural systems and assist in developing standards and specifications. He provides sound solutions to projects of all shapes and sizes, balancing cost, complexity, and constructability, enabling the team to deliver a facility on schedule and budget.

<p><b>EDUCATION</b></p> <p>PhD, Structural Engineering Michigan Technological University, 1990</p> <p>MS, Civil Engineering Michigan Technological University, 1988</p> <p>BS, Civil Engineering, Michigan Technological University, 1985</p> <p><b>EXPERIENCE</b></p> <p>With HRC since 2022 32 years of experience</p>	<p><b>PROFESSIONAL REGISTRATION/ CERTIFICATION</b></p> <p>Professional Engineer, Michigan No. 6201039224 Ohio No. 64239 Florida No. 68640 Indiana No. 12100293 Kansas No. 27573</p>	<p><b>PROFESSIONAL DEVELOPMENT</b></p> <p>Structural Engineers Association of Michigan</p> <p>American Society of Civil Engineers</p>
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**PROFESSIONAL EXPERIENCE**

**PARKS AND RECREATION**

- Loonfeather Point Park Additions and Renovations – [Ypsilanti Township\\*](#)
- Mackinaw Island Grand Hotel Pool House – [Mackinaw Island, MI\\*](#)
- Moose Ridge Country Club Clubhouse – [South Lyon\\*](#)
- Red Country Club Additions and Renovations – [Royal Oak\\*](#)
- Gowanie Golf Club Clubhouse – [Harrison Township\\*](#)
- Observation Platform – [Ducks Unlimited\\*](#)
- Detroit Recreation Camp – [City of Brighton, MI](#)

**MUNICIPAL FACILITIES**

- Dewatering and Incineration Building – [City of Warren](#)
- Drywell Column 3 Repair – [City of Warren](#)
- Warren Police Department Evidence Lab Remodel – [City of Warren](#)
- SOCCRA Troy Transfer Station Lintel Damage Assessment – [City of Troy](#)
- SMART Terminal Vehicle Wash Roof Resurfacing – [City of Troy and Clinton Township](#)
- Dearborn Intermodal Rail Facility – [City of Dearborn\\*](#)

- 16<sup>th</sup> District Court – [City of Livonia\\*](#)
- Shelby Justice Center – [Shelby Township\\*](#)
- Royal Oak Farmers Market – [City of Royal Oak\\*](#)

#### ROADS/BRIDGES

- John D. Dingell Transit Center – [Michigan Department of Transportation\\*](#)
- 700-Foot Vehicle Delivery Bridge – [Ford Motor Company\\*](#)
- 1,200-Foot Vehicle Delivery Bridge – [Ford Motor Company\\*](#)
- Pedestrian Bridge – [Karmanos Hospital\\*](#)
- Marsh Walk and Bird Observation Platform – [Ducks Unlimited\\*](#)
- Snow Trail Bridge – [Private Owner\\*](#)

#### INDUSTRIAL FACILITIES

- Ford Kansas City DN 101 Project – [Kansas City, MO\\*](#)
- G.M. Delta Township Conveyor Header Package – [Delta Township, MI](#)
- GM Bowling Green Conveyor Head Package – [Bowling Green, KY](#)
- 97,500 Square Feet, Single Story Manufacturing Building and Attached Offices – [Fitzpatrick Manufacturing\\*](#)

#### MEDICAL FACILITIES AND LABORATORIES

- 55,000 Square Foot, Three-Story, Medical Office – [Shelby/Macomb Medical Phase 2\\*](#)
- Interior Connecting Link Between Two Existing Structures – [Karmanos Cancer Institute\\*](#)
- Truck Dock Trash Compactor – [William Beaumont Hospital\\*](#)
- Crittenton Medical Office – [Located in Rochester Hills, MI](#)
- Mobile MRI Equipment Vehicle and Precision Medical PET Scan Imaging Equipment – [William Beaumont Hospital\\*](#)

#### COMMERCIAL DEVELOPMENT

- Cornerstone Office – [Located in St. Clair Shores, MI\\*](#)
- Monroe Bank and Trust Offices – [Located in Monroe, MI\\*](#)
- Oxford Pointe Office Building – [Located in Southfield, MI\\*](#)
- Aristeo Maintenance and Fabrication Building – [Located in Livonia, MI\\*](#)

#### PRIVATE DEVELOPMENT

- 60,000 Square Feet, Four-Story, Multi-Family Residential – [Development Metro Lofts\\*](#)
- 30,500 Square Feet, Multi-Family, Planned Unit Development – [Timber Shores --Phase I\\*](#)

#### TRANSPORTATION FACILITIES

- 300 Feet Railroad Spur Extension – [Ford Motor Motor Company\\*](#)
- Norfolk Rail Spur Extension – [Ford Motor Company\\*](#)
- John D. Dingell Transit Center – [City of Dearborn\\*](#)
- Ford Transmission Plant High Speed Test Facility – [Ford Motor Company\\*](#)

## PROJECT TEAM SUPPORT

**Roland Alix, PE**, is a **Vice President and Partner** at HRC. He is an integral participant in projects for many of the firm's public and private clients, including industrial and manufacturing. He has extensive experience administering the design and construction of various project types, including road and bridge rehabilitations, municipal utility relocation, site development, manufacturing building modifications, shipping/distribution facilities, spill containment, and aboveground and underground storage tanks. Mr. Alix has participated in and managed a wide array of new facility and renovation projects involving vehicle traffic and flow studies, parking lots, storm, sanitary, and process sewer projects, pump stations, waste treatment plants, roof assessments, site security lighting, generators, and HVAC building improvements. Mr. Alix's professional expertise includes a vast number of past and current general engineering and infrastructure improvement projects for many local municipalities, as well as Oakland County Parks & Recreation, Michigan Department of Technology, Management and Budget (DTMB), and private manufacturing and waste-handling clients.

**John V. Balint** is a senior project engineer at Hubbell, Roth & Clark, Inc. He joined the firm after 13 years of service with the City of Pontiac. Mr. Balint served as Director of Public Works and City Engineer. As Director of Public Works, his responsibilities included preparing and overseeing transportation and storm sewer funds, capital improvement funds, and general operating budgets and being responsible for all EGLE MS4 permitting tasks. Previous to his role as Director of Public Works, he was the city engineer for the City of Pontiac. As a city engineer, his responsibilities included administering and coordinating the design and oversight of city infrastructure projects, which included water main, sanitary storm sewer, storm sewer, and local and major road improvements and rehabilitation programs. He also acquired funding for numerous projects through various grant agencies.

**Steve Jacobi, PS**, is a **Surveying Manager** and has been with Hubbell, Roth & Clark, Inc. since 2015. He is very familiar with operating various state-of-art field instruments and is extremely proficient in using Leica Total Stations and GPS Receivers. Mr. Jacobi is currently responsible for project administration, developing and implementing project quality control programs, and data processing and verifying the accuracy of the field data prior to drafting.

Mr. Jacobi has 30 years of experience in control and design surveys for roads and highways, structure surveys, ground control surveys, hydraulic surveys, right of way, and construction surveying. Mr. Jacobi has been involved in surveys in the field and in the office and has a proven record of stringent quality control programs. Mr. Jacobi has been involved with numerous design and construction projects for both private and municipal clients.

**Michael Roskelley, PE**, is a **Project Engineer** and has been with Hubbell, Roth & Clark, Inc. since 2014. His responsibilities include project design and development of project specifications, focusing on power systems, instrumentation, shop drawing review, and CAD design work. He also has experience in lighting design and construction administration.

**Remington Koch, PE**, works on a wide variety of projects at Hubbell, Roth & Clark, Inc. in the firm's environmental and asset management departments. He performs engineering services through asset inventory, pavement capital improvement plans, soil erosion plan reviews and inspections, municipal plan reviews, land development, drain projects, and construction administration.





## E. Budget Review

HRC has reviewed the overall construction budget of \$570,000, as stated in the RFP. Assuming this is the construction budget and design fees are not included in this total, we believe this budget should be adequate to complete the work described in the RFP. Although, it must be stated the current bidding climate is very volatile, with the cost of materials fluctuating daily.

Additionally, throughout the execution of the project, the HRC Project Team will continuously evaluate the scope of work and design decisions against the stated HCMA budget. HRC will assist HCMA in evaluating the cost of design and material selections to stay within your budget.

As mentioned in Section B, HRC believes that installing a new "P.Z." sheet pile section wall in front (lakeside) of the existing sheet pile wall, while only partially removing the existing seawall, would allow for significant savings in demolition costs and construction time associated with the removal of the existing seawall sheeting.

## F. References

The Project Team has performed numerous projects similar in scope to that outlined in this RFP. Below are representative projects are listed for reference.



### **Owner**

City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
*Mr. Ken Elwert, CPRE*  
*Director of Parks and Natural Resources*  
(248) 656-4640

**HRC Project Number**  
20170822

**Scheduled Completion Date**  
August 2019

**Project Budget**  
\$3.5 million

**Project Team**  
Hubbell, Roth & Clark, Inc.  
T.R. Pieprzak  
Scott Sherman Nurseries

### **PROJECT DESCRIPTION**

The City of Rochester Hills retained Hubbell, Roth & Clark, Inc. (HRC) to provide engineering, structural design, surveying, material testing, and construction oversight for recreation, stormwater, and habitat enhancements at Innovation Hills, which the City owns. The location along the Clinton River, access from regional trails, and on-site natural resources made this park prime for improvement.

The HRC Team provided design, site plan development, MDEQ Joint permit application and SESC permit administration, and construction oversight for the design-build project.

The project's focal point was a stormwater detention pond designed to be a water feature with waterfalls. Trails and boardwalks were designed to be universal-Design compliant pedestrian pathways throughout the park and wetlands. Tree tagging and surveying were done to ensure minimal tree removal and to allow the path and boardwalk to meander naturally within the park.

Electrical service was designed and coordinated with DTE, and water lead extensions were designed to meet current and future park needs. A kayak landing is being constructed as well as a mounded sundial and gazebo. Additional amenities include rain gardens, interpretive signage, seating, Universal Design-approved restrooms and drinking fountains, and landscape areas, thus establishing a sense of place and destination.



## City of Rochester Hills Innovation Hills

### *Key Personnel*

Roland Alix, PE  
Remington Koch, PE

### *Notable Features*

- ≡ Universal Design Boardwalk
- ≡ Universal Design Pathway
- ≡ Kayak Landing
- ≡ Vault Restroom
- ≡ Rain Garden
- ≡ Stormwater Ponds

### *Awards*

- ≡ 2021 ACEC Michigan Engineering Merit Award Winner
- ≡ 2021 APWA Michigan Project of the Year — Quality of Life \$5 Million to \$25 Million
- ≡ 2021 ASCE Michigan Quality of Life Merit Award Winner

### This project provided:

- ≡ Reductions in soil erosion and sedimentation
- ≡ Enhanced aquatic and terrestrial habitat
- ≡ Enhanced access to the water
- ≡ A multi-generational attraction to the City
- ≡ Demonstration of the City's sustainable parks and recreational development
- ≡ Water quality enhancement initiatives



# Delhi Downtown Development Authority

## Esker Landing Park



### Owner

Mr. Howard Haas  
Executive Director  
Delhi DDA  
4410 Holt Rd, Holt, MI 488422  
(517) 699-3866

### HRC Project Number

20160766

### Construction Start Date

March 2019

### Construction Completion

August 2019

### Final Project Cost

\$1.1 million

### Services Provided

Planning, civil engineering, environmental assessment/engineering, structural, electrical engineering, survey, ROW, bid phase, permit application, and construction administration

### PROJECT DESCRIPTION

The Delhi Downtown Development Authority received a \$400,000 Trust Fund Grant through the Michigan Department of Natural Resources (MDNR) to develop a regional. HRC provided several conceptual designs before a final alternative was selected.

The final design consisted of

- ≡ Floating dock with ADA-compliant kayak launch and fishing dock
- ≡ HMA trail to connect the dock to a new parking lot and the existing trail system
- ≡ Prefabricated restroom with maintenance and electrical rooms
- ≡ Site lighting system
- ≡ New parking lot
- ≡ New landscaping

The project was partially funded through the MDNR grant, which required strict adherence to ADA requirements. HRC ensured requirements were satisfied and provided supporting documentation. HRC's services included:

- ≡ Conceptual and Final design of new park and trail featuring kayak launch
- ≡ Design adhered to ADA requirements to meet grant requirements, including ADA-compliant kayak launch
- ≡ Pedestrian bridge design to cross existing county drain
- ≡ New prefabricated restroom and storage structure
- ≡ Permitting included EGLE, Ingham County Road Commission and Ingham County Drain Commission
- ≡ Site lighting
- ≡ Full topographic site survey
- ≡ Construction staking, observation, and management
- ≡ Rain Garden
- ≡ Landscaping





# City of Utica River Walk Improvements



### Owner

City of Utica  
7550 Auburn Road  
Utica, Michigan 48317

*Mr. William Lang*  
DPW Superintendent  
(586) 634-7080

**HRC Project Number**  
20090725

**Start Date**  
December 2009

**Completion Date**  
October 2010

**Project Budget**  
\$500,000

### PROJECT DESCRIPTION

The City of Utica retained HRC to provide design engineering for streambank and recreation enhancements at Memorial and Heritage Parks, owned by the City. The location, exposure, access, and natural resources made these parks prime for improvement.

The HRC Team provided design, site plan development, permit administration, and reporting for the projects. The design included substantial toe protection to mid-bank and upland areas adjacent to the river using a combination of deep-rooted vegetation, hard armoring, and bioengineering techniques.

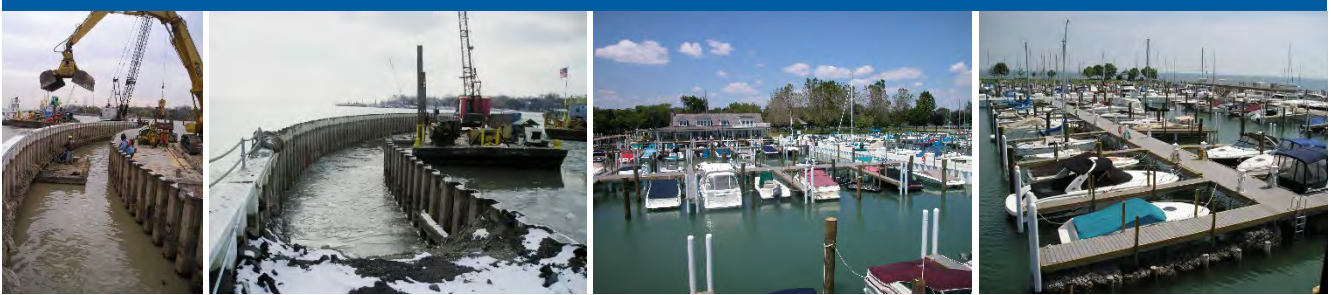
The focal point of the project was ADA-compliant pedestrian access to the shoreline of the Clinton River. Cutting a floodplain shelf back from the river and repairing existing erosion provided a pad to construct a concrete walkway. The shoreline is a combination of ledge rock and boulders for erosion protection and slope stability that were planted in areas for a more natural look. The walkway was connected back to the library's pathways and future pathways, creating a loop or circuit for passive exercise or employee use during breaks. Additional amenities included a clock tower, interpretive signage, seating, and landscaped areas, thus establishing a sense of place and destination.

This project provided:

- ≡ Reductions in river erosion and sedimentation
- ≡ Enhanced aquatic and terrestrial habitat
- ≡ Enhanced river access to the Clinton River
- ≡ Demonstration of the City's sustainable development and water quality enhancement initiatives



## Grosse Pointe Farms Pier Park Marina



### **Owner**

City of Grosse Pointe Farms  
90 Kerby Road  
Grosse Pointe Farms, MI 48236

*Mr. Shane Reeside*  
City Manager  
(313) 885-6600

### **HRC Project Number**

20040636

### **Start Date**

September 2005

### **Completion Date**

June 2006

### **Project Budget**

\$4,635,000 (Construction  
Costs)

### **Notable Features**

- ≡ Reconfigured Marina Outer East Wall and South Wall.
- ≡ Complete updating of the electrical and potable water service for 333 slips.
- ≡ New slip arrangement with finger pier access for all boats.
- ≡ Marina is handicapped accessible.

### **PROJECT DESCRIPTION**

The Grosse Pointe Farms Marina had evolved over the years from a single municipal pier to a boat harbor for small boats to a full-fledged marina to service the City's residents. Prior to this current work the marina had its last major renovation in the 1960s. The Harbor layout was configured in two parts, each with its own entrance that allowed wave action from the lake to enter both harbors. The small Boat Harbor did not have any finger dock access for the boats, and this posed a reasonably significant safety issue. Both existing harbors also had limited shore power availability for the slips with almost non-available in the small boat harbor. The largest slip in the old configuration was a 35-foot slip with an abundance of smaller slips.

The new design for the harbor reflected the amenities that today's boater expects when moored at a first-class marina. A complete new electrical system was installed to allow the flexibility of having shore power available at all the larger slips. Along with the shore power the pedestals included potable water connections and provisions for cable T.V. connections and lighting for the docks and piers at night. Several large slips were included to reflect today's boating lifestyle (45 feet to 55 feet). Several large slips were included to reflect today's boating lifestyle (45 feet to 55 feet). Several slips were designed to meet the U.S. Access Boards current Guidelines for Recreational Facilities.

One of the major improvements was the extension of the main outside wall to form one single unified entrance with provisions at that entrance for wave attenuation. The new finger piers and docks were surfaced with Trex plasticized wood to reduce long term maintenance issues. All the steel for the finger piers and docks were galvanized to guarantee a long, maintenance free service life.

The harbor also now has a dry fire suppression system to allow the Fire Department to pressurize and fight fire if the need was ever to arise. The Fire Department was consulted to verify their requirements and meet their needs.

HRC worked with Grosse Pointe Farms Harbor Committee and City Council to help define the needs and requirements for the new harbor. HRC's conceptual plans were developed to allow an increase of more than 35 slips in the marina from the existing marina while maintaining recommended fairway sizes for all boats. HRC's services included providing input, data and participating in a Public Comment Meeting with residents on the proposed work.

HRC estimated the project costs and the construction bids were competitive and within 2% of the Engineer's Estimate.

HRC was active in submitting the required documentation for the MDEQ and USACE Permits. All questions were answered, and permits were obtained in a timely manner to allow the construction to start.



## Bayview Yacht Club Conner Creek Docks



### *Owner*

Bayview Yacht Club  
100 Clairpointe  
Detroit, MI 48215

*Mr. Mark Steffke*  
General Manager  
(313) 822-1853

*HRC Project Number*  
20060140

*Construction Cost*  
\$350,000

### *PROJECT DESCRIPTION*

HRC provided design services for the Bayview Yacht Club for the installation of docks along the Conner Creek steel sheet pile wall on the west side of the Yacht Club. Conner Creek outlets to the Detroit River across from the Eastern tip of Belle Isle.

This project provided a unique challenge in that the Conner Creek waterway is the outlet for a major City of Detroit Combined Sewer Overflow (CSO) structure. When this CSO structure discharges to Conner Creek, it provides for up to a 5 MPH current in Conner Creek. As a result, HRC's design had to consider this current when designing these docks for the intended yachts that would be berthed there.

The design included three main piers that extended into Conner Creek from the steel sheet piled wall on shore and had a "T" dock on the end and two tapered finger piers on each side of the main dock. The design also included a 100-foot long, 6-foot wide pier for launching and retrieving sailboats to and from a land-based storage yard.

The docks superstructure was designed as galvanized structural steel supported by steel pipe piles driven into the bottom of Conner Creek. This Structure was covered by facing and surface material of pressure-treated wood. The Main Piers were outfitted with marine service pedestals that had power and water connections for each of the slips. Ten-inch spring piles were also provided for adjoining slips to assist the boater in docking and tying the boat in windy conditions.

Bayview Yacht Club's Harbor Committee processed and submitted all the required permits with the MDEQ and the Army Corps of Engineers. Two of the three docks were installed during the winter of 2007/2008.





## Office Locations

- **Bloomfield Hills**  
555 Hulet Drive  
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(248) 454-6300 | Fax: (248) 454-6312
- **Delhi Township**  
2101 Aurelius Road, Suite 2  
Holt, MI 48842  
(517) 694-7760
- **Detroit**  
Buhl Building, Suite 1650  
535 Griswold Street | Detroit, MI 48226  
(313) 965-3330
- **Grand Rapids**  
1925 Breton Road S.E., Suite 100  
Grand Rapids, MI 49506  
(616) 454-4286
- **Howell**  
105 West Grand River  
Howell, MI 48843  
(517) 552-9199
- **Jackson**  
401 S. Mechanic Street, Suite B  
Jackson, MI 49201  
(517) 292-1295
- **Kalamazoo**  
834 King Highway, Suite 107  
Kalamazoo, MI 49001  
(269) 665-2005
- **Traverse City**  
1501 Cass Street  
Traverse City, MI 49684  
(231) 714-5007
- **Troy Lab**  
629 E Elmwood Street  
Troy, MI 48083  
(248) 454-6300





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Travis Grubb, Senior Buyer  
 Project No: 2023-001  
 Project Title: 2023 Prescribed Burns  
 Location: Lake St. Clair, Wolcott, Stony Creek, Indian Springs, Kensington, Huron Meadows, Hudson Mills, Oakwoods, and Lake Erie  
 Date: February 2, 2023

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve awards of ITB 2023-001 to Plantwise (\$20,380) and David Borneman (\$7,659) of Ann Arbor, Michigan totaling \$28,039 for the purchase of prescribed burns in 2023 at multiple locations as recommended by Travis Grubb, Senior Buyer and staff.

**Fiscal Impact:** Funds will come from the Board approved 2023 budget, which allowed a total of \$40,500 for these services. The total cost of \$28,039 is \$12,461 in favor of the budget.

**Scope of Work:** The objectives of these prescribed burns are to help achieve ecological goals and objectives as identified by the Authority including but not limited to reducing the population of undesirable exotic plants and woody vegetation and promoting growth of native vegetation.

A Burn Plan (prescription) must be prepared in accordance with the Michigan Prescribed Fire Council's Best Management Practices, written to safely accomplish ecological burn objectives identified by the Authority, and be included in the bid prices. One week prior to a burn taking place, the Contractor shall submit to the Authority a burn plan which shall include but not be limited to; site description and location, total acreage, existing plant or animal concerns, a smoke management plan, the weather conditions under which a burn will take place, a listing of burn personnel, crew assignments, safety precautions, communication and equipment, firing technique and ignition pattern, a photo monitoring and site visitor location, road closure requirements and an emergency assistance plan.

The prescribed burn must follow the Burn Plan's written prescription. The Contractor must furnish the appropriate personnel and equipment to conduct the burn effectively and safely as described in the Burn Plan. The Contractor must contact the local Fire Department in advance of the burn date and provide all necessary documents to obtain a burn permit. In accordance with the Burn Plan, the Contractor must identify all appropriate safety measures and smoke mitigation processes to ensure the safety of Authority property and to minimize the disruption of park activities. It is the Contractor's responsibility to ensure the burn unit is 100% extinguished following the mop up phase, which is to be confirmed the following day with an after check with the Manager of Natural Resources and Environmental Compliance or delegate.

**Process:** HCMA issued ITB 2023-001 on January 19, 2023. The ITB was posted on the Michigan Intergovernmental Trade Network (MITN) site which provided notice of the solicitation to 130 vendors, from which eight vendors downloaded the ITB. Two bids were received and are summarized below:

<b>Metropark</b>	<b>Description</b>	<b>David Borneman</b>	<b>PlantWise</b>
Lake St Clair Metropark	Parking lot Wetland Swales – 14.5 Acres	\$ 4,308.00	<b>\$ 7,440.00*</b>
Wolcott Metropark	Kuntsman Grassland - 7.4 Acres	\$ 4,005.00	
Stony Creek Metropark	Nature Center Prairie – 19.7 Acres	\$ 4,651.00	
Indian Spring Metropark	Timberland Fen – 1.5 Acres	<b>\$ 2,949.00*</b>	\$ 2,850.00
Kensington Metropark	Group Camp Fen – 19.25 Acres	\$ 5,742.00	<b>\$ 6,140.00*</b>
Kensington Metropark	Goose Pasture Grassland – 5.6 Acres	\$ 2,510.00	
Huron Meadows Metropark	Maltby Lake Dry-Mesic Forest – 11.6 Acres	<b>\$ 4,710.00*</b>	\$ 4,150.00
Hudson Mills Metropark	Wet-Mesic Prairie/Fen – 7 Acres	\$ 3,328.00	<b>\$ 2,075.00*</b>
Oakwoods Metropark	Equestrian Grasslands – 60.2 Acres	\$ 5,668.00	<b>\$ 4,725.00*</b>
Lake Erie Metropark	East Grow Zone – 4.4 Acres	\$ 2,468.00	
<b>Total Award Amounts:</b>		<b>\$ 7,659.00</b>	<b>\$ 20,380.00</b>

\*Indicates recommended award – note that the award was split to avoid any capacity/scheduling issues and to ensure successful/timely completion of all burns



**HURON-CLINTON METROPOLITAN  
AUTHORITY**

To: Board of Commissioners  
 From: Tyler Mitchell, Chief of Natural Resources and Regulatory Compliance  
 Project Title: Cooperative Purchase of Ecological Restoration Services  
 Location: Lake Erie Metropark  
 Date: February 9, 2023

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the cooperative purchase of ecological restoration services in support of the wetland restoration efforts at Lake Erie Metropark in an amount not-to-exceed \$142,052 from GEI Consultants of Allendale, Michigan through Oakland County’s cooperative contract #006608 as recommended by Chief of Natural Resources and Regulatory Compliance Tyler Mitchell and staff.

**Fiscal Impact:** Funding for the project is provided by the Great Lakes Commission (GLC) to support the Great Lakes Restoration Initiative (GLRI) with pass-through funds from the National Oceanic and Atmospheric Administration (NOAA). This project is supported with Federal Funds. This portion of the restoration will be funded entirely by existing grant funds.

**Scope of Work:** Provide and install the following materials:

Task	UoM	QTY	Unit Cost	Extended Cost
Provide and install 12” coir log	LF	2,636	\$22.53	\$59,389
Provide and install native shoreline seed	AC	2.04	\$2,254	\$4,598
Provide and install biodegradable erosion control fabric	AC	2.04	\$13,427	\$27,391
Install seed mix and blown straw mulch on spoils pile	AC	3.2	\$2,622	\$8,390
Provide and install native plant plugs	EA	3,500	\$3.98	\$13,924
Provide and install live shrub stakes*	EA	1,000	\$8.00	\$8,000
Provide and install 2” caliper trees	EA	14	\$740	\$10,360
Provide and install wildlife exclusion fencing**	NTE	1	\$10,000	\$10,000
<b>Total, not-to-exceed cost:</b>				<b>\$142,052</b>

**Background:** HCMA is eligible to participate in the Oakland County cooperative contract program and was able to secure competitive pricing through their contract with GEI Consultants, which includes fixed labor rates through 2026 and only a 5% markup on materials.