



Washtenaw County Parks and Recreation Commission

NOTICE OF MEETING

Date: June 13, 2023

Time: 2:00 p.m.

Location: Meri Lou Murray Recreation Center - Studio, 2960 Washtenaw Ave., Ann Arbor, MI 48104

AGENDA

- 1. Call to Order / Moment of Silence**
- 2. Pledge of Allegiance**
- 3. Approval of the Minutes**
 - A. May 9, 2023 Meeting (attached, pp. 1-4/action item)
- 4. Public Comment**
- 5. Communications, Projects & Activities** (attached, pp. 5-14/action item)
- 6. Consent Agenda**
 - A. Budget Adjustment – Consumers Energy Reimbursement (attached, p. 15/action item)
 - B. B2B Segment DAA5 - ASTI Environmental Study (attached, pp. 16-18/action item)
 - C. Parker Mill Accessibility Project (attached, pp. 19-21/action item)
 - D. Michigan Folk School Bylaws (attached, pp. 22-27/action item)
- 7. Financial & Recreation Reports – May 2023**
 - A. Claims Report (attached, p. 28/action item)
 - B. Fund Balance Reports (attached, pp. 29-30/action item)
 - C. Recreation Reports (attached, pp. 31-37/action item)
- 8. Old Business**
 - A. HWPI Memorandum of Understanding (attached, pp. 38-48/action item)
 - B. Other Old Business
- 9. New Business**
 - A. Independence Lake Condition Assessment & Feasibility Study (attached, pp. 49-50/action item)
 - B. Meri Lou Murray Gym Floor Resurfacing (attached, p. 51/action item)
 - C. Other New Business
- 10. Commissioners / Directors Comments**
- 11. Adjournment**

Washtenaw County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon 7-day notice to Washtenaw County. Individuals requiring auxiliary aids or services should contact the County of Washtenaw by writing or calling the following: Human Resources, 734-994-2410, TTD# 734/994-1733.



Washtenaw County Parks and Recreation Commission

MINUTES OF MEETING

Date: May 9, 2023

Time: 2:00 p.m.

Location: Independence Lake County Park, 3200 Jennings Road, Whitmore Lake, MI 48189

Members Present: Patricia Scribner, WCPARC President; Janis Bobrin, Vice President; Dan Ezekiel, WCPARC Treasurer; Robert Marans, JoAnn McCollum, Brenda McKinney, Evan Pratt, Robert Joerg and Katie Scott

Members Absent: Yousef Rabhi

Staff Present: Coy Vaughn, Director; Meghan Bonfiglio, Deputy Director; Ginny Leikam, Superintendent of Park Planning and Natural Areas; Jason Brooks, Manager of Finance and Administration; Ann Ziolkowski, Communications Manager; Julie Sigda, Park Superintendent; Julie Shoner, Park Supervisor; Ashley Wilson, Park Coordinator

Others Present: Joel Rutherford, Friends of Rutherford Pool

1. Call to Order

Ms. Scribner called the meeting to order at 2:01 p.m.

2. Pledge of Allegiance

3. Approval of Minutes

The minutes of the April 11, 2023 regular meeting were included with the agenda material.

It was moved by Mr. Marans and seconded by Ms. McKinney to approve the minutes of the April 11, 2023; regular meeting as presented. All ayes, the motion was approved.

4. Public Comment

None

5. Communications, Projects & Activities

Mr. Vaughn reported on the communications, projects, and activities for the month of April 2023. He introduced Joel Rutherford from the Rutherford Pool Board. Mr. Rutherford talked about their free swim program and thanked the commission for the funding assistance to help sustain and grow this important program.

Ms. Bonfiglio presented an update regarding our seasonal hiring efforts at all our parks and facilities. Ms. Ziolkowski presented an outline of WCPARC communications and outreach.

Ms. Sigda, Independence Lake Park Superintendent, introduced her team of seasonal managers and outlined their job responsibilities. She also described the detailed staff training that was ongoing this time of year to prepare our seasonal employees for a busy summer.

It was moved by Mr. Marans and seconded by Mr. Joerg to receive and file the Communications, Projects & Activities for the month of March 2023, as submitted. All ayes, the motion was approved.

6. Financial & Recreation Reports – April 2023

A. Financial Reports

Mr. Brooks reported on the financials and stated that the total for the claims for the month of April 2023 was \$658,931.05. He also provided an update on the Parks fund and Natural Areas Funds along with the fund balance status for each.

It was moved by Mr. Marans and seconded by Ms. McKinney to approve the claims for the month of April 2023 as submitted. All ayes, the motion was approved.

Mr. Brooks provided the fund balance report for April 2023.

It was moved by Ms. Scott and seconded by Ms. McKinney to receive and file the financial reports for April 2023 as submitted. All ayes, the motion was approved.

B. Recreation Reports

Mr. Brooks presented the Recreation Reports for the month of April 2023.

It was moved by Mr. Ezekiel and seconded by Ms. McCollum to receive and file the Recreation Reports for the month of April 2023. All ayes, the motion was approved.

7. Old Business

None.

8. New Business

A. MFS Advisory Committee – Establishment/Bylaws

Ms. Leikam explained that in the Commission's approval of the acquisition of the Michigan Folk School (MFS), staff was directed to recommend a process to establish an advisory committee to ensure class and program continuity and successful growth. Similar to the two advisory committees established under the Natural Area Preservation Program, staff drafted a process and bylaws for establishing an MFS Advisory Committee. The goal of the MFS Advisory Committee would be to develop informed recommendations for the strategic direction of classes, events, programs, and partnerships to provide a diverse range of educational opportunities focused on historical crafts and skills for present and future generations.

Ms. Leikam presented the details of the proposed MFS Advisory Committee bylaws. She explained that after adoption and establishment of the 7-member committee, a public announcement would be made to call for and accept applications for each of the appointments. Recommendations for appointments would be brought to the Parks Commission for approval.

Mr. Joerg asked how the term limits would work if the first appointments have staggered terms. Ms. Leikam explained that the first term would not count against the term limit and that this needs to be clarified in the bylaws.

Mr. Marans pointed out that the bylaws suggest the committee will meet a minimum of twice per year and that it seemed like more meetings would be necessary. Ms. Leikam responded that twice per year is a minimum and we would fully expect that the committee would meet more often, especially in the beginning. She expects that the committee will meet at least quarterly.

Mr. Joerg noted that the bylaws had not yet been reviewed by corporate council and that he would feel more comfortable taking action on a final draft that had corporate council approval. Ms. Bobrin agreed with the comment but believed that there was merit in reviewing a draft before corporate council review to assure that we are sending a document that the Commission is generally comfortable with. She added that the document would come back to the Commission for review if there were any substantive changes made. Mr. Pratt added that it is appropriate for the Commission to approve the bylaws for content but to defer to legal counsel as to form. Ms. Bobrin concurred and amended her original motion to include this language.

It was moved by Ms. Bobrin seconded by Ms. McKinney to authorize that the Washtenaw County Parks and Recreation Commission to establish the Michigan Folk School Advisory Committee and adopt the bylaws as to content, contingent upon legal review as to form. All ayes, the motion was approved.

B. NAPP – Hayes Sales Contract

Ms. Leikam explained that the roughly 11.75-acre Haynes property currently under consideration is adjacent to the existing Whitmore Lake Preserve. The landowner is retaining a portion of the property that contains an old house site and pole barn. The property contains mixed habitat for wildlife including an oak island, upland wetland complex and connection to larger wetland area. During NATAC's site visit in 2022 they noted several hickory species, white oak, sedges, swamp white oak and northern pin oak to name a few. Only isolated pockets of common invasive plants were noted on the site visit.

Ms. Leikam added that an appraisal was completed in February 2023. The appraised value was determined to be \$110,000 for an approximate 11.75 acres or roughly \$9,300 per acre. NATAC reviewed the appraisal at their May 1, 2023 meeting and recommended to move forward with the purchase, due to its adjacency to existing preserve, and quality of the land mentioned above.

Mr. Ezekiel noted that the property boundary appears to have an overlap with the existing NAPP holdings that would allow for a pedestrian connection. Ms. Leikam confirmed that it was true but added that the area at the property boundary is a wetland and that a boardwalk would likely be required.

It was moved by Mr. Pratt, seconded by Mr. Ezekiel to authorize the Washtenaw County Parks and Recreation Commission to enter into a sales contract for the Haynes property in the amount of \$110,000, contingent upon completion of all necessary due diligence investigation and final approval of the Washtenaw County Parks and Recreation Commission. All ayes, the motion was approved.

C. Title IX Plaza Budget Adjustment

Ms. Bonfiglio presented the details of the proposed Title IX Plaza. To ensure the successful completion, it is crucial to work collaboratively with the plaza designers, SmithGroup, and MiDeal contractor, Laux Construction, in a design-build capacity. She explained that this process allows us to navigate the specific site access limitations for constructability and fabrication, while implementing cost-controls, competitive pricing, and exceptional quality.

Ms. Bonfiglio explained that a budget increase of \$425,000 would be necessary to cover the additional, temporary expenses required to bring this initiative to fruition. WCPARC and HWPI staff have been involved in the interpretive storytelling and plaza design, but WCPARC staff will take the lead on construction oversight and final design elements. The project will be fully reimbursed by our non-profit partner, HWPI, ultimately benefiting our community at no additional cost to taxpayers.

Mr. Marans asked if the budget increase covered both construction and design. Ms. Bonfiglio confirmed that both are included.

Ms. Bobrin asked about the site constraints that make this project difficult to access. Ms. Bonfiglio responded that the site is on an oxbow of the Huron River so it is accessible only by pedestrian bridge from either side.

It was moved by Mr. Ezekiel, seconded by Mr. Marans, to authorize a budget adjustment to increase the 2023 Parks Fund Budget to allow \$425K in revenue and expense to allow the expenditure and reimbursement. All ayes, the motion was approved.

D. Other New Business

None.

9. Commissioners / Directors Comments

Mr. Vaughn thanked Julie Sigda and staff at Independence Lake for hosting the meeting. He added that the seasonal staff were an impressive group and it is clear that they are well trained and prepared to represent the Commission this summer. He also thanked Ms. Leikam for all the work behind the scenes to make the acquisition of the Michigan Folk School a reality.

Mr. Ezekiel thanked Joel Rutherford for attending the meeting and presenting the details of the free swim program. He added that WCPARC was proud to be a partner on such an impactful program.

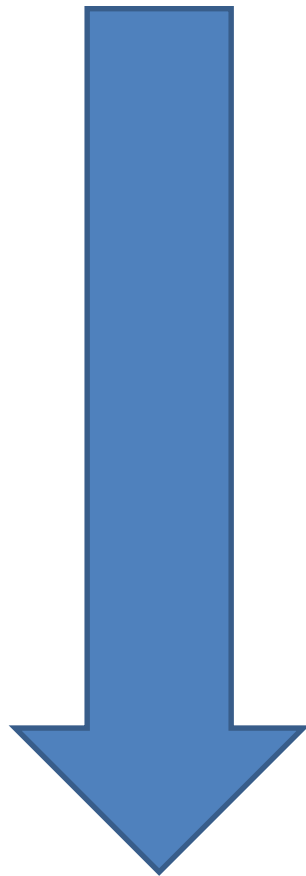
Mr. Marans thanked the staff for hosting the meeting at Independence Lake and suggested that we should do more meetings at park facilities. Ms. McCollum concurred and added that having a meeting in the park gives her the excuse she needs to step away from her desk and get outside. Ms. Scott agreed and added that the Parks Commission is her favorite committee because it always seems to be positive and happy. She explained that Independence Lake was special to her because she took her son to day camp here years ago.

10. Adjournment

Ms. Bobrin moved; seconded by Ms. Scott to adjourn. All ayes, the motion was approved.

The meeting was adjourned at 3:43 PM.

Communications, Projects & Activities



Washtenaw County
Foster Grandparent Program

CERTIFICATE OF APPRECIATION

is presented to

Washtenaw County
Parks & Recreation

**FOR DEDICATING YOUR TIME AND EFFORT
TO SUPPORTING THE FOSTER GRANDPARENT PROGRAM**

May 4th, 2023

Sandy Bowers

Sandy Bowers

Foster Grandparent Program Supervisor



AmeriCorps
Seniors





Free Fitness Class Week!

6/11 – 6/17

All classes offered at no cost to Meri Lou Murray members, fitness participants, and guests!

**Virtual classes can be accessed via Zoom: www.zoom.us
Click "Join a meeting" and enter the Webinar ID and Passcode**

Sunday

11:00am: Zumba Toning (Outdoor)

Monday

10:30am: Pilates on the Ball (Hybrid)

Webinar ID: 897 5820 1799

Passcode: 304557

6:00pm: Zumba Fitness (Hybrid)

Webinar ID: 856 5849 4596

Passcode: 095400

Tuesday

7:00am: Step & Strength (In Studio)

8:30am: Strength and Balance (In Studio)

9:50am: Tai Chi (Outdoor)

11:00am: Stretch & Strengthen (Hybrid)

Webinar ID: 823 1469 7973

Passcode: 455793

5:30pm: Aerobics & Strength (In Studio)

6:30pm: Judo (In Studio)

Wednesday

10:30am: Pilates (Hybrid)

Webinar ID: 890 3126 4071

Passcode: 087793

5:00pm: Studio Cycling (In Studio)

6:00pm: Zumba Fitness (Outdoor)

Thursday

9:30am: Fitness Trail Workout (Outdoor)

11:00am: Stretch & Strengthen (Hybrid)

Webinar ID: 837 3680 2568

Passcode: 244926

5:30pm: All Levels Yoga (In Studio)

Friday

10:30am: Zumba Gold (Hybrid)

Webinar ID: 853 7784 1489

Passcode: 786370

5:30pm: Yin Yoga (In Studio)

6:40pm: Power Flow (Hybrid)

Webinar ID: 825 4459 3773

Passcode: 894524

Saturday

8:05am: Step & Strength (In Studio)

11:00am: Zumba Fitness (Hybrid)

Webinar ID: 837 7800 3127

Passcode: 426452

12:15pm: Beginner Judo (In Studio)

1:15pm: Intermediate Judo (In Studio)

MAY NEWS COVERAGE

mLive – Road construction season kicks into gear in Washtenaw County. Here’s what’s coming, 5/6/2023 - <https://www.mlive.com/news/ann-arbor/2023/05/road-construction-season-kicks-into-gear-in-washtenaw-county-heres-whats-coming.html>

WXYZ Detroit – Metroparks & partners to offer swim lessons for more than 1,300 kids in metro Detroit, 5/17/2023 - <https://www.wxyz.com/news/metroparks-partners-to-offer-swim-lessons-for-more-than-1-300-kids-in-metro-detroit>

CBS News – Huron-Clinton Metroparks offering free swim lessons in 5 SE Michigan counties, 5/17/2023 - <https://www.cbsnews.com/detroit/news/huron-clinton-metroparks-offering-free-swim-lessons-southeast-michigan/>

WEMU 89.1 – Border-to-Border Trail in Washtenaw County to create marathon-sized loop between metroparks, 5/23/2023 - <https://www.wemu.org/wemu-news/2023-05-23/border-to-border-trail-in-washtenaw-county-to-create-marathon-sized-loop-between-metroparks>

The Sun Times – Frederick Lee Barkley, 5/25/2023 - <https://thesuntimesnews.com/g/chelsea-mi/post/160992/frederick-lee-barkley>

mLive – From Superfail to a Lawsuit: Inside the saga of a faulty Washtenaw County water park, 5/29/23 - <https://www.mlive.com/news/ann-arbor/2023/05/from-superfail-to-a-lawsuit-inside-the-saga-of-a-faulty-washtenaw-county-water-park.html>

mLive – Water slides, golf and “tireless energy” are the legacy of Washtenaw County Parks “visionary”, 6/1/23 - <https://www.mlive.com/news/ann-arbor/2023/06/water-slides-golf-and-tireless-energy-are-the-legacy-of-washtenaw-county-park-visionary.html>



Digital Report - May 2023

This monthly report will highlight our social media outreach, website analytics, newsletters, items in the news, and recent snapshots around the parks.

Monthly comparisons will be used to track data and improve our outreach.

Useful definitions for this report

Impressions

A Facebook metric related to the visibility of our posts is referred to as impressions. Impressions measure the number of times our posts were seen. That includes if one post was seen multiple times by a single user.

Engagement

Engagement measures the number of times someone took action on our posts. That could mean clicking a link, sharing our post, making a reaction or leaving a comment.



Digital Report - May 2023

SOCIAL MEDIA

facebook

Blue Heron Bay

Monthly Impressions

This Month	Last Month	Last Year
3,788	3,444	1,554

Total Post Engagement

This Month	Last Month	Last Year
275	131	6

facebook

Independence Lake

Monthly Impressions

This Month	Last Month	Last Year
37,036	37,036	15,109

Total Post Engagement

This Month	Last Month	Last Year
1,927	2,068	721

facebook

Meri Lou Murray

Monthly Impressions

This Month	Last Month	Last Year
687	5,142	2,811

Total Post Engagement

This Month	Last Month	Last Year
40	213	50

facebook

Pierce Lake

Monthly Impressions

This Month	Last Month	Last Year
14,030	10,987	3,909

Total Post Engagement

This Month	Last Month	Last Year
1,412	513	127

facebook

Rolling Hills

Monthly Impressions

This Month	Last Month	Last Year
385,677	35,072	47,108

Total Post Engagement

This Month	Last Month	Last Year
27,598	1,204	1,906

facebook

WCPARC

Monthly Impressions

This Month	Last Month	Last Year
12,451	9,823	9,731

Total Post Engagement

This Month	Last Month	Last Year
2,617	1,481	311

Instagram

Rolling Hills

Total Followers

This Month	Last Month	Last Year
1,233	1,208	987

Top Post - Water Park Open

How many people reacted to posts

This Month	Last Month	Last Year
38	9	31

Instagram

WCPARC

Total Followers

This Month	Last Month	Last Year
2,965	2,886	2,383

Top Post - Photo Amassador

How many people reacted to posts

This Month	Last Month	Last Year
39	98	110

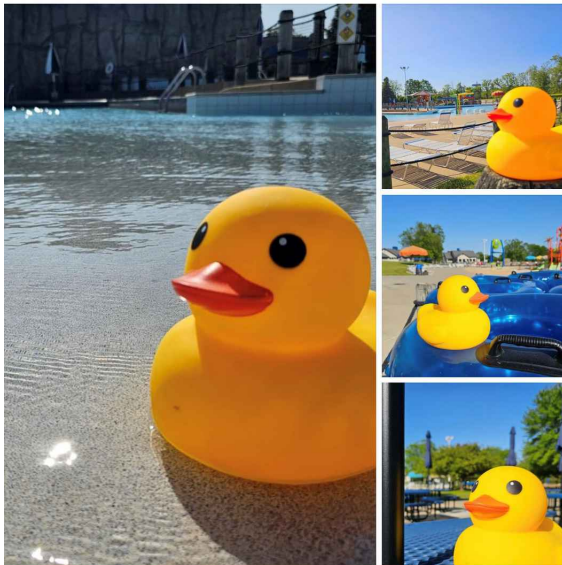


Digital Report - May 2023

Facebook/Instagram - Top Posts

Rolling Hills Water Park River Walking and Duck Hunt

We're having a daily duck hunt this season! This guy will be hiding around the water park every day, and the first person to find him and bring him to the water park office will get a free treat from the Concession Stand. Happy hunting!



265 9 comments 30 shares

Independence Lake Craft Show - Vendors



Rolling Hills County Park

May 30 · 🌐

River Walking starts todaaaaay!!!!
10:30am-11:30am every day until August
27. \$4 Drop-In or \$60 Punch C... See More



120 37 comments 20 shares



**Independence Lake County
Park** · Follow

May 10 · 🌐

Attention all crafters! We are looking for
vendors for our upcoming craft show on
September 30th, 2023! If you'... See More





Digital Report - May 2023

Website, Newsletter, News

Website Statistics

washtenaw.org/parks

Total Page Visits	This Month	Last Month	. Last Year
		16,999	20,418
Rolling Hills Water Park Washtenaw County, MI https://www.washtenaw.org/638/Rolling-Hills-Water-Park		17,053 20.1%	13,247 36.1%
Online Tickets Washtenaw County, MI https://www.washtenaw.org/2851/Online-Tickets		7,785 9.2%	6,651 18.1%
Park Rates Washtenaw County, MI https://www.washtenaw.org/2254/Park-Rates		4,519 5.3%	3,957 10.8%
Meri Lou Murray Recreation Center Washtenaw County, MI https://www.washtenaw.org/497/Meri-Lou-Murray-Recreation-Center		3,883 4.6%	3,013 8.2%
Blue Heron Bay Spray Park Washtenaw County, MI https://www.washtenaw.org/425/Blue-Heron-Bay		3,356 3.9%	2,520 6.9%

Monthly Newsletter

WCPARC 44% open rate

Newsletter via MailChimp

Sent to	Opened	Clicks
15,732	9,777	537

Newsletter non MailChimp

Sent to	Opened	Clicks
1,071	N/A	

Photography

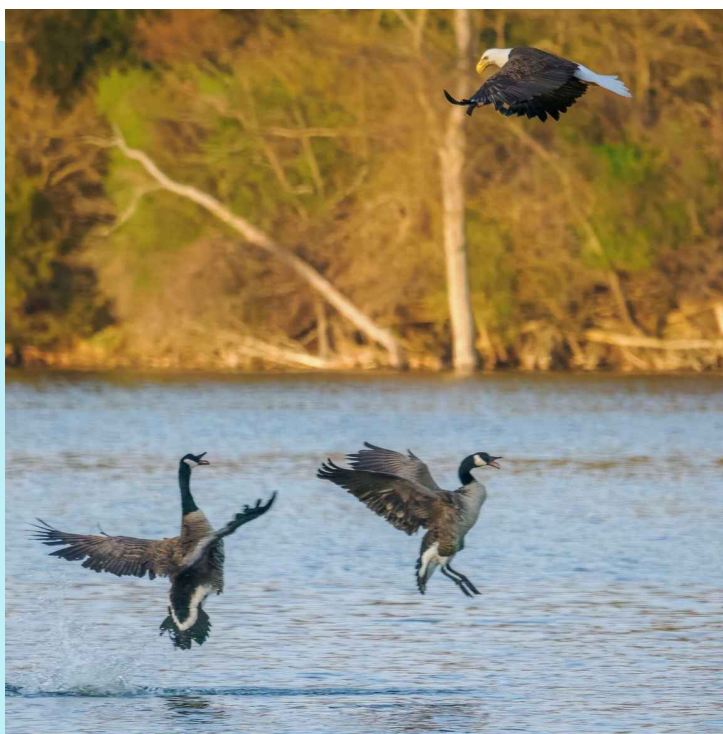


Photo Ambassador

Ryan @kuroganeig captured these geese making a ruckus as an eagle flew overhead. Photo taken at Watkins Lake Preserve



Washtenaw County Parks and Recreation Commission

MEMORANDUM

TO: Washtenaw County Parks and Recreation Commission
FROM: Coy P. Vaughn, Director
DATE: June 13, 2023
RE: Project and Activities Update – May 2023

Park Facility Events and Projects

Independence Lake

- Twenty players participated in Disc Golf Glow Night.
- Staff continue to recruit summer seasonal employees.
- Red Hawk Disc Golf course hosted two tournaments, attracting 288 participants in total.
- Repairs continue to Blue Heron Bay Spray Park from the power surge that occurred in March.
- Four proposals for professional consulting services were received for improvements to both the Maintenance Building and Beach Center, as well as site design for the area around the Beach Center and Beach area. A contract is expected to be awarded in June.

Meri Lou Murray Recreation Center

- The facility celebrated National Fitness Month. In addition to regular spring session classes, three multi-week workshops/classes were offered.
- On May 31, MLMRC began the 50th Anniversary Fitness Challenge, which will run until August 18. Members are encouraged to commit to completing 50 workouts during this time. Forty members registered on the first day and sign-ups are ongoing. The fitness logs are kept in the lobby so members can log their workouts each day.

Rolling Hills Park

- Two disc golf tournaments were held on May 7 and 28.
- Park hosted the annual Humane Society of Huron Valley “Walk & Wag” on May 20.
- Final Lifeguard Certification course of the season was held May 5-7.
- Operations staff held fourteen seasonal job-specific training in the month of May.
- Sheriff’s Department hosted ALICE Training for seasonal staff at the Water Park on May 23.
- Water Park experienced significant mechanical failures in the Lazy River and Sprayground four days before opening. Staff worked diligently and everything was operational by opening day.
- Water Park opened on May 27, with a full capacity day on Memorial Day.
- River Walking began for the season on May 31.
- Phase II of the concessions building renovation to replace the grill structure and associated concrete flatwork is complete. All inspections have passed and punchlist items addressed.

Staebler Farm Park

- Staff continues to work closely with the architect and contractor to ensure that the Multipurpose Building (MPB) requirements are met in a timely manner and within budget.

- Nearly all HVAC equipment has been installed including exposed spiral ductwork. The building has power and light fixtures are being installed. Finishes, including painting, wood ceiling and tile in restrooms, are complete. Exterior work including siding, glazing, concrete patios, and raingardens has begun.
- Staff has finalized a space plan and the furniture selection for the MPB. Furnishings are to be installed after substantial completion.
- Consultants from The Collaborative have submitted Design Development plans for the Farmhouse Renovation project. Staff have conducted their review of the plans from a QA/QC perspective along with investigating methods of reducing costs.

Special Initiatives

Border to Border Trail (B2B)

- Development of Zeeb Road to Delhi Metropark (Segment DAA3) continues to progress with walls, grading, and aggregate base construction. The pedestrian bridge is currently being fabricated by Contech. The project is anticipated to be completed in the fall of 2023.
- Construction documentation and coordination with the contractor for the Title IX Plaza, which will be installed in Dexter-Huron Metropark, continues to progress towards construction this fall.
- Engineering and permitting are in various stages for the following trail segments:
 - o Barton-Bandemer Tunnel and Trail (Segment DAA7 - Ann Arbor)
 - o Delhi Metropark to Wagner Road (Segment DAA4)
 - o Dexter-Chelsea (Segment CD3) Mill Creek Park in Dexter

Natural Areas Preservation Program (NAPP)

Stewardship

- Controlled burns, which are intended to promote native species/communities, were conducted at West Lake, Burns-Stokes and Leonard preserves and Rolling Hills Park.
- Staff presented at the Midwest Society for Ecological Restoration Conference held at the Aldo Leopold Center in Wisconsin. The presentation highlighted deer management efforts across Southeast Michigan.

Interpretive and Volunteer Programming

- 151 patrons attended programs in May, which included the archery programs, sunrise hike, mindfulness hike and scout programs.
- 598 students took part in field trips hosted by naturalists. Field trips included Pioneer day at Parker Mill, Water in our World at Independence Lake, and Signs of Spring at Rolling Hills and Independence Lake.
- 114 people participated in various volunteer programs totaling 404 hours. Programming included: Neighborhood Nature Restoration Days at County Farm Park, Wildflower Rangers, horticultural volunteering, and Photo Ambassadors. Year to date, 353 volunteers have donated 864 hours.
- Michigan Folk School: 201 students; 23 classes offered including Blacksmithing, Felted Slippers, Sustainable Beekeeping, Wildcrafting, Soap Making, and Forging a Tomahawk.

Other

- Staff continues to develop promotional and marketing materials celebrating the Parks Commission's upcoming 50th anniversary.
- Staff is in the early stages of preparing a departmental Comprehensive Master Plan, which will include: Community Needs Assessment survey, Community Outreach initiative, preparation of the 5-Year Recreation Master Plan, and development of a new organizational Strategic Plan. The entire process is expected to take about 1.5 years to complete.



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: Budget Adjustment for Border-to-Border Trail Bypass/Reconstruction

Background

Consumers Energy is replacing 55 miles of pipeline in Washtenaw, Livingston, Ingham, Shiawassee, and Clinton counties. Part of this replacement project passes through the 4.7-mile Chelsea to Stockbridge corridor of the Border-to-Border (B2B) Trail. Huron Waterloo Pathways Initiative (HWPI) undertook the construction of a Border-to-Border Trail bypass and reconstruction along M-52. This bypass was essential to ensure the uninterrupted flow of trail users and enhance the safety of the pathway.

Discussion

Washtenaw County Parks and Recreation (WCPARC) owns the B2B Trail, so Consumers Energy could only reimburse WCPARC. Since HWPI agreed to contract for the completion the project, WCPARC agreed to reimburse HWPI and then be reimbursed by Consumers Energy. Recently, we received an invoice from the Huron Waterloo Pathways Initiative (HWPI) in the amount of \$90,315. This invoice represents the expenses incurred by HWPI for their contractual obligations with Doan Construction related to the construction of the trail bypass and reconstruction along M-52. In turn, WCPARC has invoiced Consumers Energy in a like amount.

Recommendation

It is my recommendation that the Washtenaw County Parks and Recreation Commission authorize a budget adjustment to increase the 2023 Parks Fund Budget in alignment with the table below.

Fund	Account	Type	Title	Amounts
Parks & Rec	20807500.670400	Revenue	Reimbursement	\$90,315
Parks & Rec	20807500.801500	Expense	Consult/Contracts	\$90,315



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: B2B Segment DAA5 – ASTI Environmental Study

Background

In 2016, a comprehensive master plan study for the Border to Border Trail (B2B Trail) alignment between Dexter and Ann Arbor (8 miles) was completed. That plan divided the corridor into seven segments (DAA1-7, from west to east) for more detailed design, engineering, and construction. Segments DAA1-3 are complete or under construction (Dexter to Delhi Metropark). Segments DAA4 (Delhi to Wagner) and DAA7 (Bandemer to Barton Tunnel Project) have secured funding and are approximately 50% through engineering and permitting. With those two projects on track to start construction over the next couple years, which when finished will complete 75% of the Dexter to Ann Arbor B2B connection, staff recommends initiating more detailed planning and analysis on the most complex section of trail on the entire B2B alignment: the area between Wagner and Maple Roads (Segment DAA5).

Discussion

Segment DAA5 is constrained by steep slopes, the Huron River, confluence with Honey Creek, wetlands, floodplain, railroad, and road, which when taken as a whole, leave very little room to construct the trail and create an environmentally sensitive, constrained corridor. Seven options for how to traverse the area were identified during the 2016 planning process and three alternatives (with a few sub-options) were identified as the most feasible to construct. Staff recommends a thorough analysis of the options to determine the final proposed alignment for an eventual grant application. Due to the complexity of this project, comprehensive supporting documentation will be critical to future grant funding success.

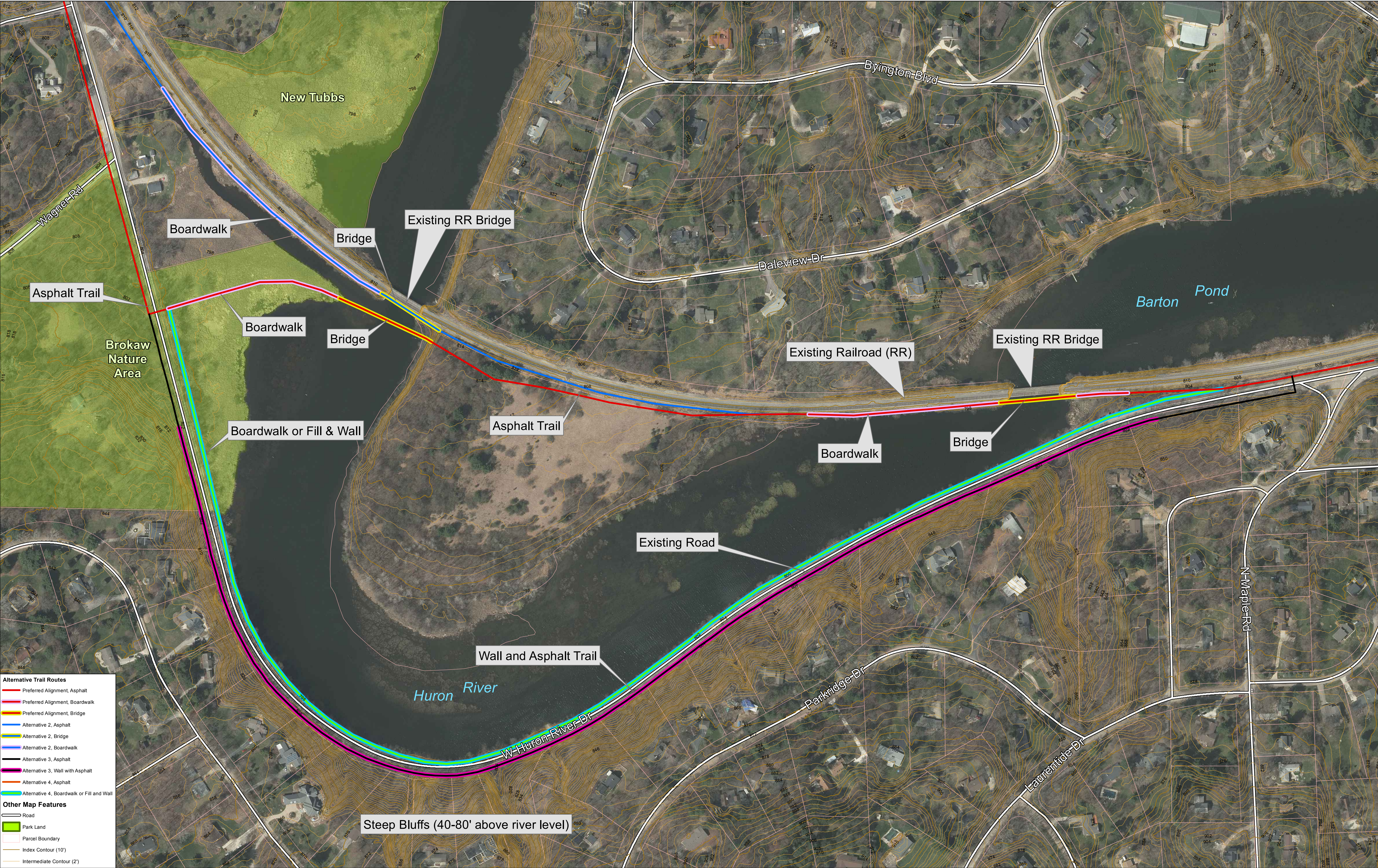
The key areas to analyze are environmental; engineering/constructability/cost; and public opinion. Prior to engaging an engineering consultant or the public, staff recommends initiating the environmental data gathering and analysis – a process that should take 12-18 months to capture data from all four seasons. Information for collection and analysis aligns with the NEPA process (in anticipation of potential federal grants) and includes review of threatened and endangered species (including a mussel reconnaissance survey); wetlands; rivers/floodplain; historic preservation (SHPO); and related items.

Staff solicited a letter proposal from ASTI Environmental (Brighton), one of the prequalified professional consultants under contract, to complete the data collection and analysis as described above. ASTI has a highly qualified team and all of the appropriate certifications to certify the data collection is in compliance with federal requirements that are anticipated for the future engineering and construction of this project.

In addition, the Huron Waterloo Pathways Initiative (HWPI) has agreed to provide supplemental funding for this work in the amount of \$50,000, reimbursing the Commission upon completion of work.

Recommendation

Based on project need prior to grant applications for construction funding and staff review of the proposal, I recommend Washtenaw County Parks and Recreation Commission authorize a contract with ASTI in the amount of \$50,000.



Segment DAA5 Alternatives: Wagner Road to Maple Road



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: Parker Mill Park & B2B Trail Accessibility Enhancements

Background

In December 2022, the Commission approved submission of a Spark Grant application for improvements at Parker Mill. Unfortunately, the grant was not awarded, however, staff have identified the Land and Water Conservation Fund (LWCF) grant in April 2024 as a good fit for the project that could provide up to \$500,000 in federal funds. The proposed LWCF grant project has the main goal of improving universal access to the park's main entrance near the building, which is now more important than ever with the development of the neighboring All Seasons retirement community.

The project is proposed to include paving and expanding the parking lot and adding the associated stormwater mitigation; establishing an accessible connection between the parking lot and the park's interior down the existing steep slope near the gristmill; reconstructing and widening an old boardwalk that is now part of the B2B Trail near Gallup Park; and establishing a small natural features playground.

In 2020, Phase I of the path's reconstruction was completed, in conjunction with the development of the neighboring property. However, the trail connecting the parking lot to the park's interior was not included at the time due to the need for further planning to address the complexity of the confluence of several utilities, the road, mill building, and creek.

Discussion

In preparation for a competitive grant application, staff recommends engaging a consultant to conduct survey-grade site reconnaissance (including subgrade utility location), develop several design concepts, prepare environmental reports for NEPA and SHPO, assist with public engagement, and prepare 30% level plans and estimates.

Staff released a request for letter proposals to the prequalified professional consultants under contract to complete preliminary engineering and design of trail and improvements needed to apply for the LWCF grant in April 2024. Two proposals were received as outlined below:

PEA Group (Brighton): \$49,800
 Hubbell, Roth and Clark, Inc. (HRC) (Bloomfield Hills): \$59,472

After review of proposals, and based on the project team composition and expertise, it is recommended that HRC is the best suited to complete the needs for the project. It is anticipated that a

contract amendment will be required to complete the design and assist with construction engineering services at a later date (pending award of the grant).

Recommendation

Based on project need, potential for grant funding in 2024, and staff review of the proposals, I recommend Washtenaw County Parks and Recreation Commission authorize a contract with HRC in the amount of \$59,472.

Overview Map - Parker Mill



Main Site Area - Parker Mill





Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: Michigan Folk School Advisory Committee Establishment / Bylaws

Background

In January 2023, The Michigan Folk School (MFS) was acquired by Washtenaw County Parks and Recreation. Prior to the acquisition, MFS operated as a 501c3 non-profit organization and was governed by a Board of Directors. The non-profit organization has re-organized as the Friends of the Michigan Folk School. In the Commission's approval of the acquisition of MFS, staff was directed to establish an advisory committee for the Michigan Folk School to ensure class and program continuity and successful growth.

Discussion

As discussed at the May 2023 meeting, the MFS Advisory Committee would function similarly to the two advisory committees established under the Natural Area Preservation Program. The goal of the Michigan Folk School Advisory Committee would be to develop informed recommendations for the strategic direction of the MI Folk School classes, events, programs, and partnerships to provide a diverse range of educational opportunities focused on historical crafts and skills for present and future generations. Preliminary bylaws were presented to the Commission at that meeting.

After review by Corporation Counsel, the following additions were made:

- Purpose of the committee;
- Appointment process;
- Process for handling vacancies, resignations or expulsions, if necessary;
- Revised language detailing meeting procedures including quorum, voting and public participation; and
- Conflict of interest

After adoption of the committee bylaws, a public announcement calling for nomination applications will be made via communications outlets such as website, social media and monthly newsletter.

Applicants will be required to submit a letter of interest and overview of qualifications. Staff will review applications to determine if they meet the expertise requirements outlined in the bylaws. The Director will provide recommendations to the Parks Commission for appointments at a regular meeting for approval.

Recommendation

It is my recommendation that the Washtenaw County Parks and Recreation Commission establish the Michigan Folk School Advisory Committee and adopt the bylaws as presented.

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

MICHIGAN FOLK SCHOOL ADVISORY COMMITTEE BYLAWS

I. NAME, ESTABLISHMENT, EFFECTIVE DATE

The Washtenaw County Parks and Recreation Commission Michigan Folk School Advisory Committee ("Committee") is established effective _____, per _____ approval of the Washtenaw County Parks and Recreation Commission ("WCPARC").

II. PURPOSE

The purpose of the Committee is to develop informed recommendations for the strategic direction of the Michigan Folk School classes, events, programs, and partnerships in order to provide a diverse range of educational opportunities focused on historical crafts and skills for the present and future generations.

~~II.~~ III. MEMBERSHIP

A. Appointment:

The WCPARC shall appoint members to serve on the Committee upon the recommendation of the Director of Parks and Recreation. All Members are appointed by the Chair of the WCPARC and confirmed by a majority vote of the WCPARC.

B. Process

Vacancies on the Committee shall be publicized along with the process for applying to the Committee. Those interested in becoming a member shall submit an application for review by WCPARC staff.

C. Term:

There shall be seven members appointed to the Committee. The initial members shall serve staggered first terms as follows: two members shall serve a 1-year term, two members shall serve a 2-year term, and three members shall serve a 3-year term. For all subsequent terms, members shall serve a 3-year term with the exception of the WCPARC representative who shall serve a 1-year term.

D. Membership Expertise:

Membership of the Committee shall consist of the following areas of expertise:

- Two members serving from the public at-large.
- Two members serving that represent the folk or arts crafts industry, ~~or~~ ~~instructors.~~
- One member with an educational background.
- One representative from WCPARC.
- One representative from the agricultural community.

E. Vacancy:

When a vacancy occurs on this Committee, the vacancy shall be filled by the WCPARC for the unexpired term in the same manner as the original appointment.

F. Resignation

All resignations must be submitted in writing to the Chair. The Chair will notify the Committee and the WCPARC of all resignations.

G. Expulsion

If a Member is absent for three or more meetings a year, except for excused absences, the Member shall be subject to expulsion from the Committee. Upon this occurrence, the Chair will send a letter to the member asking for their resignation from the Committee. If they wish to remain a Member they will submit in writing the reason(s) why they should be allowed to remain a Member. The Committee will decide by a 2/3 vote of the serving members present, if the Member shall be allowed to remain on the Committee. If the Member wishes to terminate their membership, the procedure outlined in Section II.E. shall be followed.

III.IV. MEETINGS PROCEDURE

A. Regular Meetings

Business meetings of the Committee shall be held at a minimum of 4 times per year, once every quarter of a calendar year. The Committee can hold additional meetings as needed. An annual meeting calendar shall be adopted in December of each year, or the last meeting of each calendar year, and the time and place of the meetings shall be posted in accordance with the Open Meetings Act. ~~The Committee shall hold quarterly meetings but shall meet at least 2 times per year. The time and place for the meetings shall be set by the Committee. Notice of meetings shall be published in conformance with the Open Meetings Act.~~

B. Procedure

The rules contained in Robert's Rules of Order, newly revised, shall govern the procedures of the Committee. However, when those rules of procedure are inconsistent with the Bylaws or any special rules of order of the Committee, the Bylaws or special rules of order shall prevail over Robert's Rules of Order.

C. Quorum

A quorum of the Committee shall consist of a majority of the serving members. A quorum shall be required to conduct business at any meeting.

D. Voting

Each Member shall have the right to one vote.

E. Records

The Committee shall keep records in conformance with Washtenaw County's retention policy.

F. Public Participation

All Committee meetings shall be open to the public. Any citizen may comment upon Agenda items during citizen participation time. Citizens, after being recognized, shall identify themselves by name and address and shall limit their presentation to 3 minutes, unless time is extended by the Chairperson or by vote of the ~~Council~~Committee.

~~G. The Committee shall adopt "Robert's Rules of Order" as its rules of procedure and shall keep records of its proceedings. MFS Advisory Committee shall hold quarterly meetings, but shall meet at least 2 times per year. The MFS Advisory Committee shall designate the time and place thereof. All meetings of MFS Advisory Committee shall be open to the public, with notice of meeting published in conformance with the Open Meetings Act.~~

QUOROM — VOTING

~~Section 4:~~

~~Each member of MFS Advisory Committee shall be entitled to one vote on each question before the Committee. Four (4) members shall constitute a quorum at any meeting of MFS Advisory Committee. A majority of the total number of members appointed shall be necessary to recommend amendments to the Bylaws to WCPARC.~~

~~All other actions would require a majority of members present and voting at a given meeting.~~

IV.V. OFFICERS

The officers of the Committee shall be as follows:

1. **Chair.** Elected by the members from its membership, the Chair shall serve for a one-year term, and shall be responsible for setting agendas and running meetings.
2. **Vice-Chair.** Elected by the members from its membership, the Vice-Chair shall serve a one-year term, and shall be responsible ~~forte~~ assisting the Chair in the discharge of duties and perform the duties in the absence of the Chair.
3. **Recording Secretary.** Shall be the Director of the WCPARC or designee. Shall be responsible for notice of meetings, maintenance of record of meetings, as well as receiving and reporting correspondence, records of transactions, and items of a similar nature.
4. ~~Legal Advisor. The County Corporation Counsel or designee shall be the Legal Advisor to MFS Advisory Committee.~~

V.VI. REPORT

The Committee shall annually render a report to WCPARC by January 31 for the year ending the preceding December 31, which minimally shall include the following:

1. A summary report of activities of the Michigan Folk School during the preceding year.
2. A proposed plan for the activity of Michigan Folk School for the following year.

VI. INDEMNIFICATION

~~MFS Advisory Committee members shall be indemnified by Washtenaw County against any liability, cost or expense, including attorney fees and amounts paid in settlement of any claim, arising out of any act or omission to act, except in the case of willful misconduct.~~

VII. CONFLICT OF INTEREST

Members shall disclose ~~and recuse themselves from the discussion and vote on any item before the Committee that presents a conflict of interest. if they have a potential~~ A conflict of interest exists if, directly or indirectly, an agenda item affects the Members personal interest or the interest of any corporation, partnership, or association in which the Member holds a personal or pecuniary interest. through business, investment of family, or has ownership in any entity or individual with which the Michigan Folk School has a transaction arrangement.

VIII. AMENDMENTS

A. Amendments

Amendments to these Bylaws shall be executed by a majority vote of the full membership of the Committee. Prospective amendments to these Bylaws may be introduced at a meeting of the Committee and executed at a subsequent meeting. Any Member may propose amendments to these Bylaws.

B. Notice

Notice of the proposed change shall be published and distributed to all Members. Notice shall include the language of the proposed change.

C. Ratification

These Bylaws and any amendments thereto shall be ratified by the WCPARC.



Washtenaw County Parks and Recreation Commission

May 2023 - Claims Report

PARK / FACILITY / FUNCTION	UTILITIES	DIRECT PURCHASES	OTHER	TOTAL
Administration	\$ 732.80	\$ 8,055.53	\$ 34,620.00	\$ 43,408.33
Recreation Center	12,061.86	2,438.21	21,002.82	35,502.89
Park Maintenance	1,238.72	3,355.71	8,500.69	13,095.12
Pierce Lake Golf Course	1,543.88	6,909.36	149,311.45	157,764.69
Independence Lake	2,273.06	6,958.16	6,857.31	16,088.53
Rolling Hills	2,697.37	15,398.69	9,688.30	27,784.36
Parker Mill	164.15	-	222.27	386.42
Sharon Mills	92.44	-	895.00	987.44
Staebler Farm	256.99	3,925.15	4,821.00	9,003.14
Swift Run Dog Park	-	-	-	-
Capital Improvement	-	-	323,449.54	323,449.54
Committed Funding Partnerships	-	-	11,500.00	11,500.00
Commission	-	-	-	-
SUBTOTAL	\$ 21,061.27	\$ 47,040.81	\$ 570,868.38	\$ 638,970.46
 Road Millage Fund	 -	 -	 -	 -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -
 Natural Areas Preservation Program				
Acquisition	\$ -	\$ -	\$ 561,007.94	\$ 561,007.94
Preserve Management	-	4,038.66	20,503.03	\$ 24,541.69
NATAC	-	-	-	\$ -
Acquisition	\$ -	\$ -	\$ 234,644.00	\$ 234,644.00
Annual Monitoring	-	-	-	\$ -
ALPAC	-	-	-	-
SUBTOTAL	\$ -	\$ 4,038.66	\$ 816,154.97	\$ 820,193.63
 TOTAL	\$ 21,061.27	\$ 51,079.47	\$ 1,387,023.35	\$ 1,459,164.09

It was moved by _____ and supported by _____
to approve payment of claims in the amount of.....

\$ 1,459,164.09

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION
FUND BALANCE STATEMENT - MAY 31, 2023

Beginning Fund Balance (1/1/23)	14,586,961		42%	YTD % Budget	
Revenue (Budget)		Revenue (Actual)			Variance
Property Tax	9,130,705	8,752,832		96%	(377,873)
State Grant Funds	-	-			-
Fees & Services	3,635,000	1,323,264		36%	(2,311,736)
Interest Earnings	150,000	200,741		134%	50,741
Other Revenue & Reimb.	<u>30,000</u>	<u>4,350</u>		15%	<u>(25,650)</u>
Total Revenue	12,945,705	10,281,187		79%	(2,664,518)
Expense (Budget)		Expense (Actual)			Variance
Personnel Services	(6,960,950)	(2,277,175)		33%	4,683,775
Supplies & Other Services	(2,549,600)	(805,268)		32%	1,744,332
Internal Service Charges	(1,068,148)	(438,132)		41%	630,016
Capital					
Land Acquisition	-	-		-	-
CIP/Development	(3,100,000)	(914,417)		29%	2,185,583
Contingency	(400,000)	(33,478)		8%	366,523
Machinery & Equipment	<u>(844,278)</u>	<u>(120,642)</u>		14%	<u>723,636</u>
Capital Subtotal	(4,344,278)	(1,068,536)		25%	3,275,742
Transfers Out	-	-			
Total Expense	<u>(14,922,976)</u>	<u>(4,589,111)</u>		31%	10,333,865
Surplus/(Deficit)	(1,977,271)	5,692,076			
Operating Reserve	(9,130,705)	(9,130,705)			
2023 Funding Commitments (Partnerships)	<u>(2,085,832)</u>	<u>(130,094)</u>			
	(11,216,537)	(9,260,799)			
Projected Fund Balance (12/31/23)	<u>10,523,858</u>	<u>20,279,037</u>			

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION
NATURAL AREAS PRESERVATION PROGRAM
FUND BALANCE STATEMENT - MAY 31, 2023

Beginning Fund Balance (1/1/23)	6,865,636	42%	YTD % Budget	
Revenue (Budget)		Revenue (Actual)		Variance
Property Tax	4,861,064	4,654,867	96%	(206,197)
Federal Revenue	-	-		-
Interest Earnings	50,000	100,272	201%	50,272
Other Revenue & Reimb.	<u>5,000</u>	<u>4,350</u>	87%	<u>(650)</u>
Total Revenue	4,916,064	4,759,489	97%	(156,575)
Expense (Budget)		Expense (Actual)		Variance
Personnel Services	(661,045)	(265,228)	40%	395,817
Supplies & Other Services	(349,738)	(621,349)	178%	(271,611)
Internal Service Charges	(25,721)	(7,996)	31%	17,725
Capital				
Land Acquisition	(2,550,000)	(347,780)	14%	2,202,220
Land Development	-	-		-
Machinery & Equipment	<u>(5,000)</u>	<u>(17,534)</u>	351%	<u>(12,534)</u>
Capital Subtotal	(2,555,000)	(365,314)	14%	2,189,686
Total Expense	<u>(3,591,504)</u>	<u>(1,259,887)</u>	35%	2,331,617
Surplus/(Deficit)	1,324,560	3,499,602		
Projected Fund Balance (12/31/23)	<u>8,190,196</u>	<u>10,365,238</u>		

ROLLING HILLS COUNTY PARK
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY

	GATE									
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
RESIDENT (ANNUAL)	671	503	1,723	1,545	1,421	\$ 20,130	\$ 15,090	\$ 51,690	\$ 46,350	\$ 42,630
NON-RESIDENT (ANNUAL)	65	36	161	177	198	2,925	1,620	7,245	7,965	8,910
RESIDENTS (DAILY)	885	429	2,714	2,821	1,696	5,310	2,574	16,284	16,928	10,176
NON-RESIDENTS (DAILY)	588	200	1,143	1,809	1,891	5,880	2,000	11,430	18,090	18,910
SENIOR (DAILY)	50	18	138	94	79	150	54	414	282	237
SENIOR NON-RES. (DAILY)	8	7	13	24	30	48	42	78	144	180
BUSES (DAILY)	3	-	-	-	3	90	-	-	-	90
ANNUAL BUS	-	-	-	2	2	-	-	-	300	300
MINI BUS	-	1	1	-	-	-	15	15	-	-
ANNUAL MINI BUS	-	-	-	-	-	-	-	-	-	-
	<u>2,270</u>	<u>1,194</u>	<u>5,893</u>	<u>6,472</u>	<u>5,320</u>	<u>\$ 34,533</u>	<u>\$ 21,395</u>	<u>\$ 87,156</u>	<u>\$ 90,059</u>	<u>\$ 81,433</u>

PERCENT OF NON-RESIDENTS:

ANNUAL	8.83%	6.68%	8.55%	10.28%	12.23%
DAILY	38.93%	31.65%	28.84%	38.60%	51.98%

WATER PARK POOL ATTENDANCE

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
DAILY ENTRANCE	<u>1,146</u>	<u>2</u>	<u>-</u>	<u>4,993</u>	<u>4,870</u>	<u>\$ 11,841</u>	<u>\$ 20</u>	<u>\$ -</u>	<u>\$ 60,739</u>	<u>\$ 57,980</u>
	1,146	2	-	4,993	4,870	\$ 11,841	\$ 20	\$ -	\$ 60,739	\$ 57,980

PROGRAMMING & RETAIL OPERATIONS

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
DAYCAMP	1,201	-	765	2,693	153	\$ 32,426	\$ -	\$ 20,655	\$ 72,712	\$ 96,701
AQUATICS PROGRAMMING	57	-	100	143	-	5,332	-	300	452	-
RIVER WALKING	-	-	-	-	32	-	-	-	-	688
DISC GOLF	2,863	759	1,907	1,771	685	5,726	1,518	3,814	3,542	3,294
SPECIAL EVENTS	<u>1,864</u>	<u>355</u>	<u>239</u>	<u>205</u>	<u>209</u>	<u>15,586</u>	<u>3,745</u>	<u>10,082</u>	<u>6,038</u>	<u>9,134</u>
	5,985	1,114	3,011	4,812	1,079	\$ 59,070	\$ 5,263	\$ 34,851	\$ 82,744	\$ 109,817

**ROLLING HILLS COUNTY PARK
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY**

PROGRAMMING & RETAIL OPERATIONS (cont'd)

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
FACILITY RENTALS										
WEEKDAYS	5	4	10	13	14	\$ 873	\$ 580	\$ 1,160	\$ 1,850	\$ 1,730
WEEKENDS	88	13	86	84	66	10,437	2,300	14,370	12,390	10,510
SOCCER FIELDS	2,450	35	-	-	-	9,965	100	-	-	-
DISC GOLF COURSE	-	-	10	10	11	-	-	950	1,000	1,050
	2,543	52	106	107	91	\$ 21,275	\$ 2,980	\$ 16,480	\$ 15,240	\$ 13,290
TOBOGGANS	229	-	760	-	202	\$ 687	\$ -	\$ 2,280	\$ 2,675	\$ 2,020
CROSS COUNTRY SKIS	177	-	936	-	258	531	-	2,808	2,560	2,580
MISC. RETAIL	7	-	-	-	-	52	-	-	10	-
	413	-	1,696	-	460	\$ 1,270	\$ -	\$ 5,088	\$ 5,245	\$ 4,600
LOCKERS	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD CONCESSIONS	1,456	-	-	4,491	4,271	2,726	-	-	10,429	12,352
MISCELLANEOUS	-	-	2	138	102	-	-	42	6,045	533
GIFT CERTIFICATE SALES	24	3	-	4	12	159	428	-	372	708
	1,480	3	2	4,633	4,385	\$ 2,885	\$ 428	\$ 42	\$ 16,845	\$ 13,593
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
YTD TOTAL PARTICIPATION & REVENUE:	13,837	2,365	10,708	21,017	16,205	\$ 130,874	\$ 30,086	\$ 143,617	\$ 270,872	\$ 280,712

**RECREATION CENTER
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY**

MEMBERSHIPS

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
INDIVIDUAL RESIDENT	492	337	162	358	466	\$ 94,937	\$ 60,905	\$ 27,998	\$ 73,089	\$ 100,139
INDIVIDUAL NON-RESIDE	10	5	2	8	3	3,250	2,060	384	2,926	816
S/Y/D RESIDENT	652	420	158	341	476	108,985	67,757	24,556	61,803	88,246
S/Y/D NON-RESIDENT	3	2	-	2	16	790	520	-	556	1,280
FAMILY RESIDENT	173	133	74	103	123	51,837	34,107	12,181	27,607	42,746
FAMILY NON-RESIDENT	2	1	1	-	-	1,480	735	767	-	-
FAMILY - ADDT'L MEMBER	10	13	4	-	4	588	483	150	-	300
SENIORS OVER 80	199	109	69	138	107	11,940	6,180	3,885	9,030	6,880
PERSONAL TRAINERS	9	3	-	-	2	2,580	1,500	-	-	1,100
MILITARY PASS	2	2	1	5	9	360	180	204	920	1,896
30-DAY PASS	439	257	356	254	305	19,620	10,532	15,480	13,678	17,474
SEASONAL PASS	113	-	-	-	-	9,040	-	-	-	-
REPLACEMENT PASS	59	33	4	1	1	59	33	4	1	1
	<u>2,163</u>	<u>1,315</u>	<u>831</u>	<u>1,210</u>	<u>1,512</u>	<u>\$ 305,466</u>	<u>\$ 184,992</u>	<u>\$ 85,609</u>	<u>\$ 189,610</u>	<u>\$ 260,879</u>
PASS FACILITY USE	82,924	43,173	26,546	49,918	61,956					
PERCENT OF NON-RESID	1.13%	0.89%	0.76%	1.23%	1.75%					

DAILY ENTRIES

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
INDIVIDUAL RESIDENT	4,811	2,552	-	1,326	2,570	\$ 38,488	\$ 20,416	\$ -	\$ 13,258	\$ 25,700
INDIVIDUAL NON-RESIDE	477	212	-	130	218	4,293	1,908	-	1,558	2,616
S/Y/D RESIDENT	3,891	2,122	1	1,215	2,571	23,346	12,732	6	8,147	19,482
S/Y/D NON-RESIDENT	174	105	-	762	88	1,218	735	-	5,057	740
INDIVIDUAL FITNESS RES	78	46	-	-	358	624	264	-	-	2,106
INDIVIDUAL FITNESS NON	-	-	-	-	-	-	-	-	-	-
SENIOR FITNESS RESIDE	207	129	-	-	532	1,242	756	-	-	2,600
SENIOR FITNESS NON-RE	4	3	-	-	-	28	14	-	-	-
DAILY PASS/GIFT CERTIF	-	-	-	-	100	2,628	-	-	-	600
	<u>9,642</u>	<u>5,169</u>	<u>1</u>	<u>3,432</u>	<u>6,437</u>	<u>\$ 71,867</u>	<u>\$ 36,825</u>	<u>\$ 6</u>	<u>\$ 28,020</u>	<u>\$ 53,844</u>
PERCENT OF NON-RESID	6.79%	6.19%	0.00%	25.97%	4.83%					

**RECREATION CENTER
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY**

OTHER REVENUE

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
DAYCAMP	2,487	1,523	-	2,764	120	\$ 67,136	\$ 41,130	\$ -	\$ 74,639	\$ 72,983
RECREATION PROGRAMS	19,115	8,724	14,825	9,674	14,206	85,494	43,249	10,976	55,842	102,224
FACILITY RENTALS	193	104	-	-	-	4,538	2,494	-	-	-
MISC. RETAIL	-	81	23	7	66	5,835	2,220	783	36	2,023
LOCKERS	17,191	9,068	1,480	5,560	6,492	4,298	2,267	370	1,390	1,623
VENDING	-	-	-	-	-	774	558	-	-	-
	<u>38,986</u>	<u>19,500</u>	<u>16,328</u>	<u>18,005</u>	<u>20,884</u>	<u>\$ 168,075</u>	<u>\$ 91,918</u>	<u>\$ 12,129</u>	<u>\$ 131,907</u>	<u>\$ 178,852</u>

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
YTD TOTAL PARTICIPATION &	133,715	69,157	43,706	72,566	90,789	\$ 545,408	\$ 313,734	\$ 97,744	\$ 349,537	\$ 493,575

PIERCE LAKE GOLF COURSE
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY

	GREEN FEES									
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
WEEKDAYS										
REGULAR - 9	232	74	220	66	80	\$ 1,794	\$ 1,164	\$ 2,422	\$ 1,595	\$ 2,036
SR/JR/STUDENT - 9	101	76	135	77	106	1,416	1,328	2,190	1,615	2,183
LEAGUES - 9	3,705	2,165	3,177	3,366	3,840	59,265	37,283	54,009	62,069	71,901
REGULAR - 18	503	787	1,033	1,863	2,858	14,691	11,026	32,661	39,553	58,434
SR/JR/STUDENT - 18	722	250	916	957	781	13,819	5,935	19,840	17,335	20,948
TWI-LIGHT	497	271	447	159	374	8,102	5,576	8,331	6,548	8,147
WEEKENDS										
REGULAR - 9	63	34	57	86	79	1,363	918	1,430	2,608	2,378
SR/JR/STUDENT - 9	9	2	9	31	5	144	38	171	758	132
REGULAR - 18	684	398	1,560	748	751	22,304	14,377	56,846	28,555	29,432
SR/JR/STUDENT - 18	8	28	82	46	95	208	812	2,358	1,500	3,063
TWI-LIGHT	235	167	295	492	139	5,060	4,133	7,335	4,380	3,911
EARLY BIRD - 9	11	-	3	1	3	176	-	57	23	69
MEMBERSHIPS										-
ULTIMATE PACKAGE	142	77	319	20	891	9,500	15,775	23,302	42,300	46,100
WEEKDAY PACKAGE	159	142	360	8	176	9,400	8,425	14,925	12,200	18,725
WEEKEND PACKAGE	26	-	57	2	7	750	-	800	1,650	1,650
TWI-LIGHT PACKAGE	75	82	116	9	19	4,975	3,850	4,575	8,225	5,450
OUTINGS (WEEKDAYS & WEEKENDS)	<u>112</u>	<u>-</u>	<u>100</u>	<u>-</u>	<u>5</u>	<u>4,737</u>	<u>-</u>	<u>3,400</u>	<u>-</u>	<u>125</u>
	7,284	4,553	8,886	7,931	10,209	\$ 157,704	\$ 110,639	\$ 234,652	\$ 230,913	\$ 274,684
	PROGRAMMING & RETAIL OPERATIONS									
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
CARTS	4,378	1,345	5,193	2,596	4,958	\$ 22,524	\$ 9,422	\$ 33,892	\$ 23,354	\$ 27,559
RENTALS	<u>11</u>	<u>-</u>	<u>10</u>	<u>-</u>	<u>10</u>	<u>110</u>	<u>-</u>	<u>100</u>	<u>-</u>	<u>100</u>
	4,389	1,345	5,203	2,596	4,968	\$ 22,634	\$ 9,422	\$ 33,992	\$ 23,354	\$ 27,659
FOOD & BEVERAGE	8,568	967	11,799	6,456	11,985	\$ 22,066	\$ 3,623	\$ 34,802	\$ 26,009	\$ 37,298
PRO SHOP	893	155	1,007	782	1,025	10,244	1,573	12,813	15,464	13,938
DISCOUNTS	-	-	-	-	286	(9,901)	(10,166)	(35,162)	-	(2,467)
VENDING	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66</u>	<u>-</u>	<u>-</u>
	9,461	1,122	12,806	7,238	13,010	\$ 22,408	\$ (4,969)	\$ 12,519	\$ 41,473	\$ 48,769
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
YTD TOTAL PARTICIPATION & REVENUE:	21,134	7,020	26,895	17,765	28,187	\$ 202,746	\$ 115,092	\$ 281,163	\$ 295,740	\$ 351,113

**INDEPENDENCE LAKE COUNTY PARK
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY**

	GATE									
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
RESIDENTS (ANNUAL)	417	176	724	589	515	\$ 12,510	\$ 5,280	\$ 21,720	\$ 17,670	\$ 15,450
NON-RESIDENTS (ANNUAL)	79	37	216	236	212	3,555	1,665	9,720	10,620	9,540
RESIDENTS (DAILY)	672	175	1,170	1,095	978	4,032	1,050	7,020	6,570	5,868
NON-RESIDENTS (DAILY)	673	165	1,576	1,227	1,093	6,730	1,650	15,760	12,270	10,930
SENIOR (DAILY)	46	20	102	80	58	138	60	306	240	174
SENIOR-NON RES. (DAILY)	17	4	47	37	45	102	24	282	222	270
BUSES (DAILY)	-	-	-	-	3	-	-	-	-	90
ANNUAL BUS	-	-	-	-	-	-	-	-	-	-
MINI BUS	2	-	-	-	-	30	-	-	-	-
ANNUAL MINI BUS	-	-	-	-	-	-	-	-	-	-
	<u>1,906</u>	<u>577</u>	<u>3,835</u>	<u>3,264</u>	<u>2,904</u>	<u>\$ 27,097</u>	<u>\$ 9,729</u>	<u>\$ 54,808</u>	<u>\$ 47,592</u>	<u>\$ 42,322</u>
PERCENT OF NON-RESIDENTS:										
ANNUAL	15.9%	17.4%	23.0%	28.6%	29.2%					
DAILY	49.0%	46.4%	56.1%	51.8%	52.3%					

BLUE HERON BAY ATTENDANCE

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
BHB ANNUAL PASSES	3	-	-	-	17	\$ 189	\$ -	\$ -	\$ (100)	\$ 1,275
BHB DAILY ENTRANCE	<u>159</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>640</u>	<u>663</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,108</u>
	162	-	-	-	657	\$ 852	\$ -	\$ -	\$ (100)	\$ 4,383

BLUE HERON BAY RETAIL OPERATION

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
FACILITY RENTALS	1	-	-	16	31	\$ 25	\$ -	\$ -	\$ 670	\$ 2,265
SPECIAL EVENTS	<u>1</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>50</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>260</u>
	2	-	-	16	32	\$ 75	\$ -	\$ -	\$ 670	\$ 2,525
LOCKERS	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
FOOD CONCESSIONS	275	-	2	99	683	551	-	2	263	2,151
ACCESSORIES/MISC.	<u>-</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>-</u>
	275	-	2	100	683	\$ 551	\$ -	\$ 2	\$ 264	\$ 2,151

**INDEPENDENCE LAKE COUNTY PARK
YEAR-TO-DATE PARTICIPATION & REVENUE REPORT
MAY**

PROGRAMMING & RETAIL OPERATIONS

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
DAYCAMP	1,153	1,104	1,834	1,788	82	\$ 31,140	\$ 29,805	\$ 49,510	\$ 48,276	\$ 52,132
DISC GOLF	111	1,303	2,716	1,461	513	222	2,606	5,432	2,922	2,462
SPECIAL EVENTS	<u>74</u>	<u>34</u>	<u>407</u>	<u>221</u>	<u>66</u>	<u>1,552</u>	<u>1,425</u>	<u>5,175</u>	<u>4,755</u>	<u>2,900</u>
	1,338	2,441	4,957	3,470	661	\$ 32,914	\$ 33,836	\$ 60,117	\$ 55,953	\$ 57,494
FACILITY RENTALS										
WEEKDAYS	12	4	2	17	9	\$ 1,230	\$ 440	\$ 160	\$ 1,900	\$ 1,100
WEEKENDS	<u>44</u>	<u>19</u>	<u>44</u>	<u>67</u>	<u>64</u>	<u>5,370</u>	<u>2,380</u>	<u>5,370</u>	<u>7,300</u>	<u>7,355</u>
	56	23	46	84	73	\$ 6,600	\$ 2,820	\$ 5,530	\$ 9,200	\$ 8,455
ROW BOATS-HOURLY	8	-	5	5	9	\$ 40	\$ -	\$ 25	\$ 25	\$ 45
ROW BOATS-DAILY	4	-	3	4	3	80	-	60	80	60
PADDLE BOATS-1/2 HOUR	<u>19</u>	<u>-</u>	<u>33</u>	<u>51</u>	<u>34</u>	<u>133</u>	<u>-</u>	<u>231</u>	<u>357</u>	<u>238</u>
	31	-	41	60	46	\$ 253	\$ -	\$ 316	\$ 462	\$ 343
FOOD CONCESSIONS	197	-	230	690	342	\$ 297	\$ -	\$ 506	\$ 1,461	\$ 1,223
ACCESSORIES/MISC.	<u>2</u>	<u>-</u>	<u>-</u>	<u>5</u>	<u>2</u>	<u>2</u>	<u>-</u>	<u>-</u>	<u>8</u>	<u>3</u>
	199	-	230	695	344	\$ 299	\$ -	\$ 506	\$ 1,469	\$ 1,226
	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
YTD TOTAL PARTICIPATION & REVENUE:	3,969	3,041	9,111	7,689	5,400	\$ 68,641	\$ 46,385	\$ 121,279	\$ 115,510	\$ 118,898



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: B2B: HWPI Memorandum of Agreement Renewal

Background

In 2015, the Huron Waterloo Pathways Initiative (HWPI) formed as a group of interested citizens in Chelsea with the goal of connecting Chelsea and Dexter with a trail system like the Border to Border Trail (B2B Trail). Over the course of several meetings between HWPI and Commission staff, it quickly became clear that the goals of HWPI were aligned with the Commission's goals for the B2B Trail initiative. The two organizations began to collaborate informally to align priorities and define the roles of each group. This work resulted in the execution of a Memorandum of Agreement (MOA) between the Commission and HWPI in 2017 to formally collaborate on development of the B2B Trail.

Since 2017, HWPI has been a key partner on nearly all B2B development projects. The collaborative effort has resulted in the construction of 18 B2B projects, both new construction and rehabilitation, totaling 18 miles of trail. HWPI has raised more than \$6M for the B2B trail and, in combination with the road and trails millage approved by Washtenaw County voters, helped spur a 300% increased rate of construction compared to the B2B's historical average. Private funding in combination with the road and trail millage, has allowed the development of a new funding model for the trail where the average costs are split in approximate thirds: 1/3 WCPARC, 1/3 HWPI, and 1/3 state and federal grants – as opposed to ½ WCPARC and ½ grants.

Discussion

The existing MOA with HWPI was originally valid for a 5-year term and was extended per the previous terms, while a revised MOA was developed to better reflect several key changes:

1. HWPI is now an official 501c3 nonprofit corporation
2. HWPI has completed an internal organizational structure change
3. Streamlined project agreements
4. Better defined commitments to long term maintenance (B2B Special Revenue Fund)
5. Several small modifications to better reflect changes to the working relationship
6. 5 year term of agreement with an automatic renewal clause (unless modifications are requested, and still subject to the termination clause).

Recommendation

Based on the ongoing successful relationship between the Commission and HWPI, staff review of the agreement, and contingent upon final acceptance from legal counsel and HWPI, I recommend Washtenaw County Parks and Recreation Commission authorize renewal of the MOA with HWPI.

MEMORANDUM OF AGREEMENT BETWEEN
WASHTENAW COUNTY, BY THE WASHTENAW COUNTY PARKS & RECREATION
COMMISSION,
AND
HURON WATERLOO PATHWAYS INITIATIVE

Article I - PURPOSE AND AUTHORITY

This Memorandum of Agreement ("MOA") is entered into by and between Washtenaw County, a Michigan municipal corporation, by the Washtenaw County Parks & Recreation Commission ("WCPARC"), PO Box 8465, Ann Arbor, MI 48107, and Huron Waterloo Pathways Initiative, a Michigan nonprofit corporation ("HWPI"), 339 E. Liberty St, STE 320, Ann Arbor, MI 48104 for the purpose of establishing a mutual framework governing the respective responsibilities and obligations of the parties for the planning, engineering, construction, and maintenance of additional portions of the Washtenaw County Border-to-Border Trail ("B2B") as may be identified and selected for development under the provisions of this MOA. The B2B is currently a non-motorized, shared recreational trail system owned and operated by Washtenaw County and WCPARC.

Article II - SCOPE

WCPARC has defined, and desires to continue implementation of, the B2B to contribute to and enhance the recreational opportunities of the residents of Washtenaw County and the region (Exhibit A) ("Project"). HWPI wishes to assist in the cost of implementing the B2B and its supporting elements by collecting contributions from various businesses, individuals, and organizations which believe in the value of a well-developed, non-motorized shared trail system for the purpose of recreational travel between the communities of Washtenaw County. In furthering those goals, HWPI is an established IRC 501(c)(3) corporation and will solicit and hold contributions in a designated and segregated account for the purpose of providing financial support for the planning, engineering, construction, and maintenance of various sections of the B2B and supporting elements as may be designated by the undersigned parties.

It is understood and agreed that this MOA shall remain in full force and effect for a period of five (5) years from the date this MOA is fully signed by all of the undersigned parties provided that the terms and conditions contained in this MOA may be terminated at any time by either party upon sixty (60) days' notice with or without cause being stated provided that any commitments contained in a Project Agreement shall be completed.

Article III- COMMUNICATIONS

To provide for consistent and effective communications between the parties, the following persons listed below shall serve as point of contact in the performance of this MOA:

HWPI

Kiff Hamp, Executive Director
339 E. Liberty St, STE 320
Ann Arbor, MI 48104
Tel: 734-276-9723
E-mail: kiffhamp@huron-waterloo-pathways.org

WCPARC

Coy Vaughn, Director
PO Box 8645
Ann Arbor, MI 48107
Tel: 734-971-6337 #326
E-mail: vaughnc@ewashtenaw.org

Article IV - PROJECT AGREEMENTS

A. Prerequisites for Project Agreement. Services shall be provided under this MOA only after an appropriate Project Agreement ("PA") has been signed by the authorized representatives of each party. PAs will be executed in any form acceptable to the parties provided that the following requirements have been met:

1. A section of existing, proposed, or supporting elements of the B2B trail ("Proposed Project") has been identified and determined to be acceptable to all of the undersigned parties; and
2. A preliminary assessment has been determined regarding the cost of designing, developing, constructing, and maintaining to the Proposed Project; and
3. HWPI has determined that funds are, or can be, available for the purpose of adding the Proposed Project to the B2B network; and
4. WCPARC has agreed to undertake the design, development, construction, and maintenance of the Proposed Project subject to the above-described conditions; and

B. Contents of Project Agreement. A valid PA shall include the following:

1. A detailed scope of work statement.
2. A tentative schedule subject to modifications as needed
3. Funding arrangements including payments that will be made in advance or reimbursed from segregated funds.
4. The amount of funds required and available to accomplish the scope of work as stated above.
5. Cost sharing and allocation of costs and percentage cost for each party.
6. County control of professional service contracts and bid procedures.
7. Possible involvement of third parties for funding purposes only.
8. County ownership of all improvements during and after construction.
9. Identification of all contract personnel.
10. Identification of any contracts that will be needed.

11. The type and frequency of reports as the Proposed Project proceeds.
12. Identification of the party that shall be responsible for contract administration and the maintenance of records.
13. A procedure for amending or modifying the Proposed Project.
14. Such other particulars as are needed to describe clearly the obligations of each party with regard to the requested services.

In the event of a conflict between this MOA and a PA, this MOA shall control. A sample of a Project Agreement is attached as Exhibit B.

Article V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of HWPI:

1. HWPI shall solicit funding from various sources including but not limited to health, medical, fitness, and recreational organizations which funds shall be designated for use in the design, construction and long-term planning of Proposed Projects pursuant to the various PAs contemplated under this MOA. All funds solicited for portions of the B2B trail shall be segregated for distribution pursuant to each PA for design and construction only.
2. HWPI shall maintain records of all such contributions and the identities of the contributing parties in order to preserve the ability of those parties to obtain charitable contribution deductions if that is intended.
3. HWPI shall also be responsible for coordinating the deposit of all funds and reconciling the accountings to ensure that all contributed funds are available for distribution.
4. HWPI shall provide periodic reports to WCPARC detailing funds received, funds pledged, and funds deposited with HWPI.
5. In addition to the funds solicited above, HWPI shall provide to WCPARC upon project completion, where WCPARC is the owner of the trail or facility as identified in the PA, a sum of \$20,000 for each new mile that the newly completed Project shall extend, which amount shall be prorated based upon the length of the Proposed Project. The PA may identify a percentage-based amount for Proposed Projects that are not simply defined by distance, in-lieu of the per-mile based contribution. These funds shall be donated to WCPARC for deposit into the B2B Trail Special Revenue Fund (SRF) for the limited purpose of maintenance, repair, and replacement of the completed portions of the Proposed Project.
6. HWPI shall continue to reserve and support one position on the HWPI Board of Directors and on the Executive Committee with voting authority for a person nominated by WCPARC

B. Responsibilities of WCPARC:

1. WCPARC shall be responsible for coordinating the planning, development, construction, and maintenance of the B2B as new sections are added or improved.
2. WCPARC shall have final authority on all trail design, engineering and supporting

elements. WCPARC shall solicit bids and contract with all subcontractors engaged in preparing for, installing and maintaining the B2B trail. WCPARC agrees to consult with HWPI when formulating the overall long-term development of the B2B and the Capital Improvement Plan (CIP). WCPARC will keep records with regard to all of the above responsibilities for as-built portions of the Project owned and maintained by WCPARC.

3. WCPARC may enter into agreements with other public entities for purposes of the design and construction of Proposed Projects. Those agreements shall be documented under separate Project Agreements and shall identify scope of work, roles and responsibilities of the parties, including funding, ownership, contract administration, project management, and other items related to the Proposed Project as contemplated under this MOA.
4. The obligations of WCPARC to proceed with any new Proposed Project and enter into a PA is contingent and dependent upon sufficient funding having been established by HWPI. The decision to proceed shall be in the sole discretion of WCPARC.
5. WCPARC shall provide maps, brochures, and other materials that will enhance the public's use and enjoyment of the B2B trail system. To the extent that HWPI is also helping to develop and run the b2btrail.org website, WCPARC shall have sole discretion over all material and content contained on that site.
6. WCPARC shall segregate all payments that are made pursuant to Article V, Section A.5 which funds may be used only for maintenance, repair, and replacement of sections of Project that are constructed under the provisions of this MOA. All funds not used shall accumulate for future maintenance requirements.
7. WCPARC shall be responsible for preparing and submitting any and all grant applications which may be available for use in conjunction with this project.

Article VI - FUNDING

This MOA does not document the obligation of funds between the parties. Any obligation of funds in support of this MOA shall be accomplished by exercising a PA in accordance with Article IV above. HWPI shall pay all costs associated with WCPARC's provision of services under this MOA. WCPARC shall bill HWPI regularly for costs incurred on an Application for Payment form certifying the amount of work done, the amount of work remaining to be done, and the manner in which funds have been expended. Upon receipt of such an Application for Payment, HWPI shall within ten (10) days review said Application and release the necessary funds required. In the event of an objection, the parties shall immediately meet to resolve the basis for said objection and during such period WCPARC may suspend all further services.

Within 90 days of completing the work on a PA, WCPARC shall conduct an accounting to determine the actual cost of all work. Within 30 days of completion of that accounting, WCPARC shall return to HWPI any funds advanced in excess of the actual cost as then known. Such an accounting shall in no way limit HWPI's duty to pay for all costs such as contract claims or other liabilities which may become known after the final accounting.

In the event conditions are encountered at the site which are subsurface or otherwise

concealed physical conditions which differ materially from those indicated in the initial plans and drawings then notice shall be given to all parties before further work proceeds or conditions are disturbed. In such event, WCPARC shall notify HWPI of the additional costs necessary to proceed with the project in light of the unforeseen conditions. Within ten (10) days, HWPI shall either indicate that the project should proceed and that the cost of the additional work required as a result of the unforeseen condition has been secured and will be paid by HWPI or that HWPI cannot undertake the additional expense required at which point WCPARC shall have the option of either proceeding with the project at its own expense or terminating the project at that point.

Article VII - GOVERNING LAW

This MOA will be construed in accordance with and be governed by the laws of the State of Michigan.

Article VIII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes arising under or relating to contracts awarded by WCPARC shall be resolved in accordance with the terms of those individual contracts. All WCPARC contracts shall have dispute resolution authority for such claims. WCPARC shall be responsible for handling all disputes arising under or relating to those contracts including litigation involving disputes and appeals. WCPARC shall notify HWPI should any such litigation arise and give each those parties an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiation.

Article IX - DISPUTE RESOLUTION

The undersigned parties agree that in the event of a dispute between the parties with regard to this MOA, all of the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. In the event such measures fail to resolve the dispute, the parties shall engage in binding arbitration which shall be conducted in accordance with the rules of the American Arbitration Association Commercial Division.

Article X - SEVERABILITY

If any provision of this MOA is found unenforceable under any the laws or regulations applicable thereto, such provision terms shall be deemed stricken from this MOA, but such invalidity or unenforceability shall not invalidate any of the other provisions of this MOA.

Article XI - MODIFICATION

Any modifications, changes or alterations of this MOA shall be void unless made in writing and signed by all parties.

Article XII - ENTIRE AGREEMENT

The Agreement sets forth the entire understanding of the parties; further, this MOA shall supersede and/or replace any oral or written Agreement(s) related to this subject matter entered into by the parties before the date of this MOA.

Article XIII - AMENDMENT

This MOA may not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by both parties hereto.

Article XIV - MAINTENANCE FUNDING

Any PA entered into between the undersigned parties shall incorporate dispersal of funds to WCPARC for deposit into the B2B Trail SRF as described in Article V, paragraph A.5. WCPARC agrees that such funds shall be placed in the B2B Trail SRF and designated for maintenance, repair, and replacement of the B2B trail only. WCPARC agrees to provide matching contributions to the SRF when identified in the PA and may provide supplemental contributions to the SRF at its discretion. Disbursements from the B2B Trail SRF shall be solely within the discretion of WCPARC.

Washtenaw County, a municipal corporation, by the
Washtenaw County Parks & Recreation Commission

By: _____
Coy Vaughn, Director

Huron Waterloo Pathways Initiative,
a Michigan nonprofit corporation

By: _____
Kiff Hamp, Executive Director

Rev. 06-09-2023

EXHIBIT A

B2B Trail System (including proposed sections)

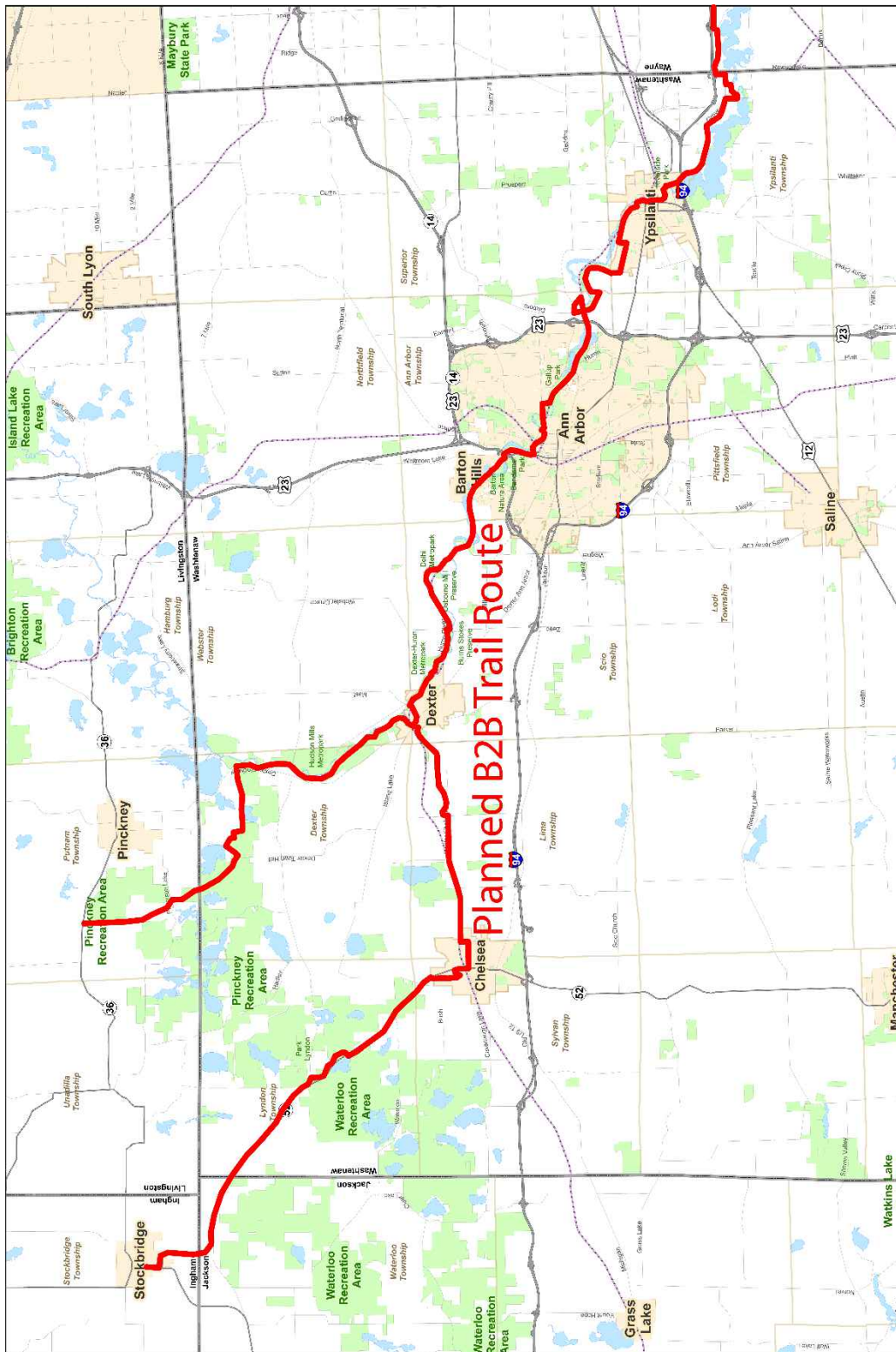


EXHIBIT B

Sample Project Agreement
BORDER-TO-BORDER TRAIL
<PROJECT NAME> TRAIL SEGMENT
SAMPLE AGREEMENT

This Agreement ("Agreement"), is entered into as of the ____ day of _____, 2018, and memorializes and confirms certain verbal commitments and understandings previously made by the and Huron Waterloo Pathways Initiative, a Michigan nonprofit corporation ("HWPI"), 339 E. Liberty St, STE 320, Ann Arbor, MI 48104 ("HWPI") and the Washtenaw County Parks and Recreation Commission, a public entity, PO Box 8465, Ann Arbor, MI 48107(the "WCPARC").

1.0 ACKNOWLEDGMENTS

1.1 In accordance with the terms of the Memorandum of Agreement between the parties, they desire to cooperate in the planning, funding, design, construction and development of the <PROJECT NAME>, a non-motorized trail ("Trail") segments that are approximately XX miles in length running <DESCRIPTION OF PROJECT LOCATION>(the "Project").

1.2 The parties agree to provide funding for the project as follows: INSERT GENERAL FUNDING STRUCTURE (GRANTS, COMMITMENTS, ETC)

1.3 INSERT ANY CONDITIONS OF FUNDING (I.E. ONE PARTY MAY APPLY FOR X GRANT TO AUGMENT FUNDING)

1.4 The Project is to be located within portions of the public Parks and along Road right of ways, and potentially parcels of land owned by private property owners. Easements and/or permits maybe required for the construction and use of the Project.

1.5 WCPARC shall be the OWNER of the trail upon final acceptance of construction (MODIFY IF WITHIN A CITY WHO MAY OWN THE TRAIL)

1.6 WCPARC shall operate, maintain, and repair the Project in accordance with non-motorized trail maintenance standards applied throughout WCPARC facilities . (MODIFY IF WITHIN A CITY WHO MAY OWN THE TRAIL)

NOW, THEREFORE, in exchange for their mutual promises as set forth herein the parties agree as follows:

2.0 FUNDING AND RESPONSIBILITIES OF THE PARTIES

2.1 Project Costs and Funding

2.1.1 The <ENTITIES> shall be jointly responsible for all design project costs in excess of the <GRANT> funds. <INSERT ANY STIPULATIONS SUCH AS FUNDING CAPS, FIXED VALUES, ECT>. The cost for construction phase and construction engineering will be fully the responsibility of the WCPARC, less any funds the WCPARC secures from any other private or public funding sources.

2.1.2 Design Phase: <ENTITY> will entered into a Contract with <CONSULTANT> for engineering services consisting of design/preliminary engineering, securing the required permits, and performing the project administration of the Project up to the construction phase.

2.1.3 Bidding Phase: The design phase of the Project will include an engineer's estimate for the construction costs for the Project (the "Engineer's Estimate"). Should the lowest qualified bid

exceed the Engineer's Estimate by more than ten percent (10%), the parties will decide to fund the increased project cost or rejecting all bids. If all bids are rejected, the Project will be cancelled or rebid at later date.

2.1.4 Construction Phase: <WCPARC> shall be responsible construction engineering and may hire a consultant to serve as the Project Engineer and perform all construction engineering services. These services shall include without limitation inspection; office technician; construction surveying; materials testing and inspection; and generating contractor pay estimates; and providing other construction contract documentation in accordance with MDOT guidelines, standard practices and procedures.

2.1.5 During the construction phase the WCPARC shall consult with HWPI regarding any items which may result in a substantial increase to the estimated construction cost. <ENTITY> will be responsible for any and all actual and necessary construction and Project costs to complete the scope of the Project which WCPARC approved during the design phase. <ENTITY> shall also pay any additional construction costs incurred due to unforeseen field conditions or payment of field measured unit priced contract items.

2.2 WCPARC Responsibilities

2.2.1 In cooperation with <ENTITY> , WCPARC will oversee the Project in accordance with <ENTITY/GRANT> requirements. WCPARC will enter into the necessary contract(s) with the Contractor relating to the Project; coordinate the preparation of construction documents with the WCPARC; secure the required easements or right-of-way for the Project; advertise and let bids; execute the necessary construction contract(s) for the Project; and administer the Project during construction in accordance with WCPARC's and <ENTITY/GRANT> guidelines and standard practices and procedures.

2.2.1 WCPARC shall be the OWNER of the trail upon final acceptance of construction

2.2.2 WCPARC shall operate, maintain, and repair the Project in accordance with non-motorized trail maintenance standards applied throughout WCPARC facilities.

2.3 HWPI Responsibilities

2.3.1 Project Payments to WCPARC: HWPI shall promptly make payment upon receipt of invoices issued by CITY as described herein.

2.3.2 As identified in the MOA, HWPI shall provide to WCPARC upon project completion \$XXXX to be donated to WCPARC for deposit into the B2B Trail Special Revenue Fund (SRF) for the limited purpose of maintenance, repair, and replacement of the completed portions of the Proposed Project.

3.0 **GENERAL PROVISIONS**

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, e-mailed, or personally delivered as follows:

HWPI

Kiff Hamp, Executive Director

339 E. Liberty St, STE 320

Ann Arbor, MI 48104

Tel: 734-276-9723

E-mail: kiffhamp@huron-waterloo-pathways.org

WCPARC

Coy Vaughn, Director

PO Box 8645

Ann Arbor, MI 48107

Tel: 734-971-6337 #326

E-mail: vaughnc@ewashtenaw.org

3.2 The obligations of the parties under this Agreement shall be null and void if any application for grant and/or funding referred to herein is not approved, unless otherwise agreed in writing by the parties.

3.3 This Agreement constitutes the entire Agreement between the parties and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

3.4 If it is determined by a court of competent jurisdiction that any provision of this Agreement is contrary to law the remaining provisions of this Agreement shall continue in full force and effect.

3.5 This Agreement shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.6 This Agreement has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.7 Failure or delay in performance of this Agreement by any party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or equipment, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this Agreement.

3.8 Without the prior written consent of the governing body of either party, neither this Agreement, any interest created by this Agreement, nor any claim arising under this Agreement shall be transferred or assigned by either party.

3.9 The parties agree and it is specifically understood that the parties' performance under this Agreement does not and shall not confer upon City of Ypsilanti and/or WCPARC any right, title or interest in the Project.

3.10 This Agreement does not create nor vest any rights or privileges in any third party not a party to this Agreement. Notwithstanding any other provision of this Agreement, this Agreement and actions taken by the parties under this Agreement shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.11 Nothing herein shall be construed to constitute any party to this Agreement, or their member communities, contractors, agents or assigns, as a joint venture, agent, or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this Agreement.

3.12 This Agreement may be modified or amended only by written agreement, duly authorized and executed, of the parties hereto.

3.13 This Agreement shall be effective and binding on the date on which the last of the parties signs this Agreement. This Agreement may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year here written.

WASHTENAW COUNTY PARKS AND RECREATION
COMMISSION

Dated: _____, 2023

By: _____
Its: Coy Vaughn
Director

Huron Waterloo Pathways Initiative

Dated: _____, 2023

By: _____
Its: Kiff Hamp
Executive Director



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: Independence Lake Beach Center and Maintenance Building Condition Assessment, Feasibility and Site Design

Background

Independence Lake County Park was acquired by the Washtenaw County Parks and Recreation Commission in 1977, and the facility has been utilized for recreation since 1952. At 446 acres, it is the largest park in the County's system. The park's natural setting provides an opportunity for patrons to take advantage of high-quality natural areas while offering a broad range of year-round recreational activities.

The Park is centered around its most prominent feature, Independence Lake. WCPARC owns 140 acres of this 200-acre lake. In the summer, the sandy beach and swimming area are bustling with visitors. Adjacent to the swimming area, patrons can utilize the fishing pier or rent paddleboats and rowboats. A launch site for canoes, kayaks, and motorized boats is available near the park entrance.

The park's headquarters are located within the Beach Center (BC) that includes year-round restroom facilities and a meeting room that can accommodate gatherings of up to forty people. A seasonal snack bar and patio eating area are also located at the BC. The BC includes a small meeting space that is utilized by staff for programs and can also be rented by the public for small events.

The existing 3,000 sf maintenance building and yard are located near the park entrance at Jennings Road. The maintenance yard includes outdoor storage of equipment and is located near a designated wetland. The maintenance building was expanded in the early 2000's to create space for staff and storage of equipment. Since then, storage space has become a premium due to the expansion of park's activities and the building itself is in need of some minor and major repairs.

Discussion

Through the efforts and input from Park's staff and the residents of Washtenaw County, WCPARC adopted the latest Park Master Plan in 2021. The Master Plan highlighted various needs as part of a phased approach that included renovating and expanding the existing maintenance facility and yard, adding an additional meeting room space to the BC, improving circulation around the BC area to all its amenities and investigating opportunities for other park features within the BC area. Utilizing the Consultants on WCPARC's list of prequalified contracted firms for professional services, staff sent a letter form RFP to five (5) firms that were due on Friday, May 26, 2023 for services that included the following:

1. Topographic survey of BC area (Exhibit 1) and Maintenance Area (Exhibit 2).

2. Facility Condition Assessment (FCA) for the existing Maintenance Building, both interior and exterior. This will include a deficiency prioritization ranking as well as corrective actions and cost estimates for all deficient items.
3. Exterior FCA for the BC building. Similar to Item 2, however for exterior only.
4. 30% (SD) A/E documents for an approximate 900 sf expansion to current meeting room at the BC. This is expected to include two (2) concepts and Schematic Architectural/Engineering plans with cost estimate.
5. 30% (SD) A/E documents for a new storage facility at maintenance yard. This is expected to include two (2) concepts and Schematic Architectural/Engineering plans with cost estimate.
6. 30% (SD) site improvement documents for area around BC to limits highlighted on Exhibit 1. This is expected to include two (2) concepts and Schematic Site Design/Engineering plans with cost estimate.

WCPARC received four (4) proposals with some Consultants on WCPARC's list of prequalified firms for professional services teaming together. Below is a summary of the proposals received and their fee.

- Arbor Land (survey only) - \$25,300
- Hubbell, Roth and Clark, Inc (HRC) - \$134,000
- JFR Architects with Johnson Hill Land Ethics (JHLE) and Arbor Land Consultants- \$104,410
- PEA Group with JFR Architects - \$103,750

Recommendation

Park's staff reviewed and evaluated the 4 proposals based upon completeness, responsiveness, experience, qualifications and fee. After conducting a careful investigation and review based upon the above criteria, it is my recommendation that Washtenaw County Parks and Recreation Commission award this Contract in the amount of **\$104,410** to the **JFR Architects Team** that includes many Washtenaw County based firms for this project and include an additional **10% (\$10,441)** of the Proposal fee for potential change orders.



Washtenaw County Parks and Recreation Commission

MEMORANDUM

To: Washtenaw County Parks and Recreation Commission
From: Coy P. Vaughn, Director
Date: June 13, 2023
Re: MLM Gymnasium Floor Repair and Resurfacing

Background

The Meri Lou Murray Recreation Center gymnasium is a 15,600 square-foot wood floor that consists of two side-by-side basketball courts. The gymnasium is predominantly used for basketball, volleyball, Pickleball, and badminton, all of which require different floor markings and boundaries. It has been a standard practice to do upkeep maintenance on the floor annually with more substantial sanding, restriping, and resurfacing completed approximately every five years as needed. The last substantial repair and resurfacing occurred in 2018.

In the summer of 2020, heavy equipment from the cardio room was moved to the gymnasium to facilitate the social distancing recommended during the pandemic and no floor work was done in 2020 and 2021. It is now five years since sanding, restriping, and resurfacing were completed. Both the pandemic-inspired use of the gym for cardio equipment and a leaking water fountain have caused some damage to the floor that also needs to be repaired. The work is planned for the last two weeks of August during the annual building shut-down period.

Discussion

On May 7, 2023, the Washtenaw County Purchasing Division, on behalf of Washtenaw County Parks and Recreation, issued RFP #8472 for the resurfacing and repair of the gym floor. The scope of the RFP included sanding the entire 15,600 square foot floor to bare wood, restriping game lines, and refinishing the floor.

Two bids along with references were received by the deadline from Star Flooring of Grand Rapids, MI (\$38,500)* and HDI Enterprises LLC of Tennessee (\$36,338). Two of the Star Flooring references (Directors of Operations for Troy, MI Schools, and Northville, MI Schools) responded immediately with very positive references. HDI Enterprises LLC's email requested references from Carlisle County Schools in Kentucky and Dolores County School District bounced back due to incorrect email addresses.

*Note: According to the Washtenaw County Local Vendor Preference Policy, a bid discount of 3% can be applied for Star Flooring, a qualified Michigan Company.

Recommendation

Based on the positive references on similar projects and the local vendor preference, my recommendation is to award the bid for RFP #8472 to Star Flooring of Grand Rapids, MI in the amount of \$38,500.