



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586.469.5125 ~ Fax: 586.469.5993
www.macombBOC.com

BOARD OF COMMISSIONERS

REGULAR SESSION

WEDNESDAY, MAY 14, 2014, 7 P.M.

FINAL AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Invocation by **Commissioner James Carabelli**
5. Adoption of Agenda
6. Approval of Minutes dated April 30, 2014 **(previously distributed)**
7. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)
8. Correspondence from Executive **(none)**
9. **COMMITTEE REPORTS:**
 - a) Health & Human Services, May 12 **(no report)**
 - b) Infrastructure, May 13 **(no report)**
 - c) Finance, May 14 **(page 1)** **(attached)**
10. Board Chair's Report **(page 45)** **(attached)**

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
District 4

Kathy Tocco – Vice Chair
District 11

Mike Boyle – Sergeant-At-Arms
District 10

Toni Mocerì – District 1
Don Brown – District 7

Marvin Sauger – District 2
Kathy Vosburg – District 8

Veronica Klinefelt – District 3
Fred Miller – District 9

Robert Mijac - District 5
Bob Smith – District 12

James Carabelli – District 6
Joe Sabatini – District 13

11. Adoption of Resolution:
 - a) Supporting both State and Federal Legislation to Increase the Minimum Wage and Index it to Protect it Against Inflation (offered by Miller; recommended by Finance Committee on 5-14-14; previously provided at committee meeting)
("No" votes at committee meeting were Brown, Carabelli and Vosburg)
12. New Business
13. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
14. Roll Call
15. Adjournment



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May 14, 2014

TO: BOARD OF COMMISSIONERS
FROM: FRED MILLER, CHAIR, FINANCE COMMITTEE
RE: RECOMMENDATIONS FROM FINANCE COMMITTEE MEETING OF 5-14-14

At a meeting of the Finance Committee, held Wednesday, May 14, 2014, the following recommendations were made and are being forwarded to the May 14, 2014 Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Smith, supported by Sauger, to recommend that the Board of Commissioners approve the additional software license agreement with New World Systems for a Fire Records Management System (RMS) in the amount of \$175,600; funding is available from the 2011 and 2013 Homeland Security Grant program budgets; further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Sabatini, supported by Carabelli, to recommend that the Board of Commissioners approve the contract between the Macomb County Department of Roads and Michigan Department of Transportation for the reconstruction of Hayes Road from 21 Mile Road to 23 Mile Road; further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Carabelli, supported by Flynn, to recommend that the Board of Commissioners approve an amendment to the 2013-14 Department of Roads budget to include the addition of \$1,034,320 for the Fiscal Year 2011-12 audit refund from MDOT and the utilization of \$456,680 from the Department or Roads’ fund balance; further, this budget action addresses budgetary issues only. It does not constitute the Commission’s approval of any County contract. If a contract requires Commission approval under the County’s Contracting Policy or the County’s Procurement Ordinance, such approval must be sought separately; further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair	Kathy Tocco – Vice Chair	Mike Boyle – Sergeant-At-Arms		
Toni Mocerri – District 1	Marvin Sauger – District 2	Veronica Klinefelt – District 3	Robert Mijac - District 5	James Carabelli – District 6
Don Brown – District 7	Kathy Vosburg – District 8	Fred Miller – District 9	Bob Smith – District 12	Joe Sabatini – District 13

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Sauger, supported by Klinefelt, to recommend that the Board of Commissioners approve an amendment to the 2013-14 Department of Roads budget to include the additional salary/benefits expense of \$80,749.13 for the position of Traffic Operations Center Director to be covered through the Roads' fund balance; further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

5. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Carabelli, supported by Mijac, to recommend that the Board of Commissioners approve an amendment to the 2013-14 Department of Roads budget to include the addition of \$97,125.85 for three Assistant Foreman positions to be covered through the Roads' fund balance; further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

6. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Carabelli, supported by Smith, to recommend that the Board of Commissioners approve an amendment to the 2013-14 Department of Roads budget to include the addition of \$2,435,600.44 received from MDOT as special winter maintenance reimbursement; further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

7. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Brown, supported by Smith, to recommend that the Board of Commissioners approve the contract amendment for eFiling integration with ImageSoft; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

8. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Mijac, supported by Tocco, to recommend that the Board of Commissioners approve the contract between the County of Macomb and the low bidder, Bernco, Inc., in the amount of \$632,950, which includes the base bid Alternate #1, Alternate #2 and Alternate #3; funds for this project are available in the Capital Plan; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

9. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Flynn, supported by Mijac, to recommend that the Board of Commissioners approve execution of the engagement agreement between the County of Macomb and Plante Moran Cresa for program management services for the Macomb County Central Campus Improvement Project; funds for these services are available in the Capital Plan; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

10. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Vosburg, supported by Sauger, to recommend that the Board of Commissioners approve the 2014 Freedom Hill County Park Use License; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

11. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Tocco, supported by Klinefelt, to recommend that the Board of Commissioners concur in the recommendation of the Macomb County Executive and the Human Resources and Labor Relations Department and approve ratification of a collective bargaining agreement with the MCPDSA – Correction Officers from January 1, 2014 to December 31, 2016 as tentatively agreed to and ratified by the membership; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

12. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Vosburg, supported by Mijac, to recommend that the Board of Commissioners concur in the recommendation of Corporation Counsel concerning the case of James Douglas Woulukka vs. County of Macomb, et al; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR MILLER, SUPPORTED BY VICE-CHAIR MOCERI.



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:

Approve the Additional Software License Agreement with New World Systems for a Fire Records Management System (RMS) in the amount of \$175,600.00. Funding is available from the 2011 and 2013 Homeland Security Grant program budgets.

Introduced By:

Kathy Vosburg, Chair, Justice and Public Safety Committee

Additional Background Information (If Needed):

*WAIVED TO FINANCE BY JPS COMMITTEE CHAIR

Committee	Meeting Date
Finance*	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:
<p>Approve the contract between the Macomb County Department of Roads and Michigan Department of Transportation for the reconstruction of Hayes Road from 21 Mile Road to 23 Mile Road.</p>

Introduced By:
<p>Jim Carabelli, Chair Robert Hoepfner, Director of Roads Infrastructure Committee</p>

Additional Background Information (If Needed):
<p>Widening of Hayes Road from 21 Mile to to 23 Mile will better accommodate traffic volumes and create a safer roadway for motorists.</p>

Infrastructure Committee	05/13/2014 Meeting Date
Finance	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

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RESOLUTION

Resolution to:

Amend the 2013-14 Department of Roads Budget to include the addition of \$1,034,320 for the fiscal year 2011-12 audit refund from MDOT and the utilization of \$456,680 from the Department of Roads fund balance.

*Further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately. FORWARD TO THE FINANCE COMMITTEE.

*(This language was added by Infrastructure Committee Chair Carabelli.)

Introduced By:

Jim Carabelli, Chair

Infrastructure Committee

Robert Hoepfner, Director of Roads

Additional Background Information (If Needed):

Audit refund from FY 2011-12 of \$1,034,320 received from MDOT and will be applied to the following projects:

2014 Pavement Preservation Program (Primary) - \$500,000 increase (new total \$2M)

2014 Pavement Preservation Program (Local), \$500,000 increase (new total \$2M)

Mount Clemens Trail, \$491,000 increase (new total \$614,000)

An additional \$456,680 will be used from the Department of Roads fund balance to cover these costs.

Infrastructure

Committee

05/13/2014

Meeting Date

Finance

5-14-14

Full Board

5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:
<p>Amend the 2013-14 Department of Roads Budget to include the additional salary/benefits expense of \$80,749.13 to be covered through the Roads' fund balance.</p> <p>*Further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately. FORWARD TO THE FINANCE COMMITTEE.</p> <p>*(This language was added by Infrastructure Committee Chair Carabelli.)</p>

Introduced By:
<p>Jim Carabelli, Chair Infrastructure Committee</p> <p>Robert Hoepfner, Director of Roads</p>

Additional Background Information (If Needed):
<p>Adding position for Traffic Operations Center Director, \$80,749.13 payroll increase (\$31,333.33 salary plus \$157.71% fringe benefit)</p>

Infrastructure	05/13/2014
Committee	Meeting Date
Finance	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:

Amend the 2013-14 Department of Roads Budget to include the addition of \$97,125.85 for three assistant foreman positions to be covered through the Roads fund balance.

*Further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately. FORWARD TO THE FINANCE COMMITTEE.
*(This language was added by Infrastructure Committee Chair Carabelli.)

Introduced By:

Jim Carabelli, Chair Robert Hoepfner, Director of Roads
 Infrastructure Committee

Additional Background Information (If Needed):

Three assistant foreman positions at \$24.159/hour plus 157.71% fringe benefit rate

Infrastructure	05/13/2014
Committee	Meeting Date
Finance	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:

Amend the 2013-14 Department of Roads Budget to include the addition of \$2,435,600.44 received from MDOT as special winter maintenance reimbursement.

*Further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately. FORWARD TO THE FINANCE COMMITTEE.
 *(This language was added by Infrastructure Committee Chair Carabelli.)

Introduced By:

Jim Carabelli, Chair Robert Hoepfner, Director of Roads
 Infrastructure Committee

Additional Background Information (If Needed):

Additional funding received from MDOT for overbudgeted maintenance costs due to extreme winter weather conditions. This \$2,435,600.44 will be applied to the budget line items as follows: Construction & Maintenance \$1,592,600.44; Overtime \$300,000; Benefits-FICA \$23,000; Contract Services \$250,000; Utilities \$50,000; Repairs & Maintenance \$20,000; Vehicle Operations \$200,000

Infrastructure Committee	05/13/2014 Meeting Date
Finance	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:
	05/14/2014

RESOLUTION

Resolution to:
Approve the contract amendment for eFiling Integration with ImageSoft.

Introduced By:
James Carabeli, Chair of the Infrastructure Committee

Additional Background Information (If Needed):
The County has requested an enhancement from CourtView, our existing case management system vendor, to the existing contract for IJIS Broker services in order to complete the implementation of the eFiling system currently being implemented by ImageSoft. This change order has been requested as a result of additional requirements that have been identified since the original contract was signed last year.

Committee	Meeting Date
Infrastructure	5-13-14
Finance	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:
<p>Authorization to enter into a Contract Between the County of Macomb and the low bidder, Bernco, Inc., in the amount of \$632,950.00, which includes the base bid Alternate #1, Alternate #2 and Alternate #3. Funds for this Project are available in the Capital Plan.</p>

Introduced By:
<p>Jim Carabelli, Chair, Infrastructure Committee</p>

Additional Background Information (If Needed):
<p>Sealed Bids were received and publicly read in the Purchasing Department on March 27, 2014 for Bid Item 09-14, Animal Shelter - 2014 Building Renovations (HVAC). This Project was advertised on the MITN Site. This solicitation was sent to 310 companies and 77 companies viewed the documents and 9 bids were received (See Attached Bid Summary). Post Bid Interview was performed (See Post Bid Review Form).</p>

Committee	Meeting Date
Infrastructure	5-13-14
Finance	5-14-14
Full Board	5-14-14



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:
<p>Execute the Engagement Agreement Between the County of Macomb and Plante Moran Cresa for Program Management Services for the Macomb County Central Campus Improvement Project. Funds for these services are available in the Capital Plan.</p>

Introduced By:
James Carabelli, Chair, Infrastructure Committee

Additional Background Information (If Needed):
<p>Attachments:</p> <ul style="list-style-type: none"> -RFP for Program Management Services (Bid Item 12-14 - Attachment A) -RFP Response - Plante Moran Cresa dated March 20, 2014 (Attachment B) -Purchasing Department Proposal Tabulation (Attachment C) -Engagement Agreement Between the County of Macomb and Plante Moran Cresa (Attachment D)

Committee	Meeting Date
Infrastructure	5-13-14
Finance	5-14-14
Full Board	5-14-14

2014 FREEDOM HILL COUNTY PARK USE LICENSE

This Agreement is entered into this ____ day of _____, 2014 between the CHARTER COUNTY OF MACOMB (“County”) and FUNFEST PRODUCTIONS, INC., a Michigan Corporation (“Event Sponsor”)

RECITALS:

WHEREAS, the County of Macomb is the owner of the Freedom Hill County Park (“Park”) located at 15000 Metropolitan Parkway, Sterling Heights, MI 48312-3420; and

WHEREAS, County is desirous of allowing use of specified portions or areas of its Freedom Hill County Park for family oriented recreational, educational, and cultural activities consistent with the purpose of maintaining a County Park, and which are beneficial to the people of Macomb County as determined by the County in its sole discretion, and

WHEREAS, it is the intent of the County of Macomb and the Event Sponsor to enter into this license agreement to establish and define their rights, obligations, and liabilities relative to the operation of such presentations,

NOW, THEREFORE, to establish and define the rights, obligations, and liabilities between the parties, it is agreed as follows:

SECTION 1. NATURE OF THE EVENT.

The Event Sponsor will conduct and carry on at the Freedom Hill County Park, the schedule of events described in Appendix A.

SECTION 2. COSTS AND FEES.

1. Security Deposit. The Event Sponsor shall pay to the County, no later than June 1, 2014, the sum of Ten Thousand Dollars (\$10,000.00) for the purpose of reserving the Park Grounds on the Event Sponsor’s selected dates and for the purpose of securing the Event Sponsor’s cleaning, take-down, and repair and restoration obligations as detailed in Appendix B. To the extent no damage or clean-up costs are charged against it, the security and grounds clean-up deposit shall be returned to the Event Sponsor.

The security and grounds clean-up deposit and the grounds rental fee shall be forfeited to the County in the event the Event Sponsor cancels its events regardless of whether the County is able to license use of the Park on the dates otherwise reserved to the Event Sponsor.

Any forfeited deposit or fees may not be applied as a credit toward the payment of such deposits or fees arising from future Park Use Permission Agreements between the County and the Event Sponsor.

2. Grounds Rental Fee. No later than October 31, 2014, the Event Sponsor shall pay to the County the grounds rental fee reflected in Appendix A.
3. Taxes and Fees. The Event Sponsor shall be solely responsible and shall pay at its sole expense all applicable federal, state, and local taxes, permit costs and fees, and other costs arising from compliance with federal, state, or local health, safety, and sanitation laws, ordinances, codes, and regulations.
4. End of Season Inspection. The County shall inspect and survey the Park Grounds' structures, fixtures, and sanitary sewers following the final event of the festival season and shall directly charge to the Event Sponsor the actual cost of cleaning and/or damage repair.
5. Parking Fees. The Event Sponsor shall charge and collect, on a per vehicle basis, a fee for parking on or within the Park Grounds. Such amount of such fee shall be as specified in Appendix A
 - a. Parking fees shall not be waived or excused for guests or members of the public attending the event regardless of whether such guests or members of the public attend the event on a paid entrance fee basis or on a complimentary or free of charge basis.
 - b. Pursuant to a pre-existing contractual agreement between the County and Hillside Productions, Inc., all monies realized from parking fees shall be turned over to the County for treatment under the terms of that pre-existing agreement. The Event Sponsor shall account for all parking fees in the accounting and financial statement as detailed in Section 4 below, and all such monies shall be turned over to the County no later than October 31, 2014.
6. Form of Payment. Checks for all monies and fees due to the County shall be made payable to the Macomb County Treasurer.
7. Outstanding Debt to County. The Event Sponsor warrants that it is not in arrears on any debt owed to the County, not in arrears on any tax obligation of any nature owed to the County, and is not in breach of any contract to which the County is a party. The Event Sponsor expressly acknowledges that such arrearage, tax debt, or breach shall be a bar to this or any other License agreement with the County.

Initials: _____

SECTION 3. VENDORS AND ENTERTAINMENT.

1. Ground Rules and Regulations. The Event Sponsor shall provide to each vendor and/or entertainer a copy of the Grounds Rental Rules and Requirements reflected in Appendix B.
2. Vendors, Entertainers and Advertisers. No later than 7 days prior to each festival, the Event Sponsor shall provide to the County:
 - a. A list of vendors with the vendor's booth number and location, and a copy of the vendor's acknowledgement of receipt of a copy of Grounds Rules and Requirements reflected in Appendix B.
 - b. A list of all entertainers with a schedule of each entertainer's performances, and a copy of the entertainer's acknowledgement of receipt of a copy of Grounds Rules and Requirements reflected in Appendix B.
 - c. A list of all commercial advertisers and a description of advertising to be displayed within the Park confines at any time during the event. This provision does not apply to commercial advertisers advertising in or on the Amphitheater area.
 - d. In the event the Event Sponsor contracts or arranges for the participation of a vendor, entertainer, or commercial advertiser/advertising within 7 days of the beginning date of a scheduled event, the Event Sponsor shall provide the County the information detailed in sub-paragraphs a through c immediately above as soon as is practicable.

SECTION 4. ACCOUNTING AND FINANCIAL STATEMENTS.

1. Parking Fees Accounting. No later than 45 days after the conclusion of the final scheduled event, the Event Sponsor shall submit to the County an accounting of all parking fees collected. The Event Sponsor's president and treasurer shall sign this accounting statement acknowledging its accuracy and completeness and compliance with prevailing accounting standards.
2. Security Deposit Return. No security deposit shall be released until receipt of the parking fees accounting statement.

SECTION 5. COMPLIANCE WITH LAW.

1. Compliance with Law - Generally. The Event Sponsor shall be solely responsible and shall comply with all federal, state, and local statutes, codes, ordinances, and regulations ("laws") touching upon health, safety, sanitation, tax, labor, and food and

Initials: _____

beverage sales, including sales of liquor and/or alcohol, and with those laws applicable to the activities related to the event.

- 2. Living Wage Policy. The Event Sponsor shall comply with the Macomb County Living Wage Policy as adopted on October 26, 2005. Living Wage shall mean an hourly wage rate, which when calculated on an annual basis, based on forty hours per week, fifty weeks per year, is equivalent to either of the following: (a) one hundred and twenty-five percent (125%) of the Federal Poverty Level, or (b) one hundred percent (100%) of the Federal Poverty Level, if Health Care Benefits are provided to its employees by the Event Sponsor at its expense. The Event Sponsor shall maintain a listing of the name, address, date of hire, title, occupation, classification, rate of pay and benefits paid for or to each employee in the Event Sponsor’s work force, regardless of whether any such employee provides services under the terms and conditions of this License Agreement, and shall submit a copy of such list to the County of Macomb Auditor by December 31 of the year during which this License Agreement was in effect between the Parties.

- 3. City of Sterling Heights Codes and Ordinances. The Event Sponsor shall afford special attention to, and expressly warrants its compliance with, all City of Sterling Heights codes, ordinances, and regulations including, but not limited to, those concerning time and volume restrictions on noise, fire and fire marshal inspections, food service and health inspections, fireworks storage and displays, and mechanical, engineering, and safety inspections of both mechanical and electrical equipment, rides, and amusements. Further, the Event Sponsor shall contact City of Sterling Heights authorities no later than 7 days prior to each scheduled event for the purpose of scheduling and coordinating all inspections required for compliance with the City’s codes, ordinances, and regulations. In event the Event Sponsor fails to timely coordinate any inspection, or fails any inspection required for compliance with the City’s codes, ordinances, and regulations, the subject activity shall not be allowed.

- 4. Failure to Comply. Failure by the Event Sponsor to comply with all such applicable statutes, codes, ordinances, and regulations, including those of the City of Sterling Heights, shall be grounds for the forfeiture to the County of the Event Sponsor’s security deposit. Any forfeited deposit may not be applied as a credit toward the payment of such deposits or fees arising from future Park Use License Agreements between the County and the Event Sponsor. Failure by the Event Sponsor to comply with all such applicable laws shall further be cause for the immediate cancellation of this agreement, and may constitute a bar to any future Park Use License Agreements between the County and the Event Sponsor.

SECTION 6. GROUNDS RULES AND REQUIREMENTS.

- 1. Grounds Rules and Requirements. The County’s current Grounds Rules and Requirements are attached at Appendix B.

Initials: _____

2. Failure to Comply. Failure by the Event Sponsor to comply with the Grounds Rules and Requirements shall be cause for the immediate cancellation of this agreement, forfeiture of the Event Sponsor's security deposit, and bar any future Park Use License Agreements between the County and the Event Sponsor.

SECTION 7. FORCES BEYOND COUNTY CONTROL.

1. The County shall not be liable for damages to the Event Sponsor in the event any natural disaster, fire, flood, wind or tornado, contagion, Act of God, force majeure, strike, labor dispute, civil disturbance, act of war, or action by any governmental agency other than the County, makes performance of this License Agreement impossible.

SECTION 8. OPERATION LIMITATIONS.

1. Exclusivity. The Event Sponsor expressly acknowledges this license is not exclusive and confers upon the Event Sponsor no general exclusive right or entitlement to the use of the Park Grounds beyond the schedule of events, the dates and/or times of which are expressly detailed in Appendix A, and the County may at its sole discretion grant licenses for the use of the Park Grounds to others on dates and/or times not otherwise reserved to the Event Sponsor under the terms and conditions of this agreement.
2. Dates. The dates of the events detailed in Appendix A are absolute and shall not be subject to change.
3. Hours of Event Operation. On scheduled event dates, the Event Sponsor shall have exclusive use of the Park Grounds during the hours reflected in the schedule of events detailed in Appendix A.
4. Set Up and Take Down. The Event Sponsor shall have exclusive use of the Park Grounds for the limited purpose of set-up and take-down activities as reflected in the schedule of events detailed in Appendix A. The Event Sponsor shall not take, and shall not be allowed to take, additional set-up or removal days which conflict with events scheduled by Hillside Productions, Inc. under the terms and conditions of the Freedom Hill Lease detailed in Section 9 below. At or soon after the conclusion of each event, the County shall inspect and survey the Park Grounds and shall directly charge to the Event Sponsor the actual cost of removal of any trash, debris, equipment, or display items remaining on the Park Grounds after 8:00 p.m. of the final scheduled take-down date.
5. Set-Up and Take-Down Fee. The Event Sponsor shall pay to the County a fee for each set-up and each take-down day at the rate reflected in Appendix A.

Initials: _____

- 6. Allowed Activities. The activities conducted in conjunction with the event shall be limited and restricted to those stated in Appendix A, and no additional uses or activities shall be permitted on the premises.
- 7. Equipment, Materials, Personnel. Except as expressly noted below, the Event Sponsor shall provide, at its own cost and expense, all equipment, materials, and personnel necessary for conducting its event, including dance floors, bleachers, barriers, signage, tables, chairs, booths, sound system, decorations, display items, bathroom provisions and supplies including soap, toilet paper, and cleaning materials, refuse and waste collection bags and can liners, electrical generation equipment, lighting, parking attendants, and overnight security.

The County shall provide the Event Sponsor access to bathroom facilities, refuse and waste collection barrels, pick-up, and removal, park benches, picnic tables, water, and multiple outlet electrical sources with six 20 amp, 120 volt outlets, and one 30 amp, 208 volt outlet (requiring a Hubbell Twist Lock 30 amp, 250 volt plug, stock #2621-male), with a maximum capacity of 50 amps.

SECTION 9. ACKNOWLEDGEMENT OF PRE-EXISTING CONTRACTUAL AGREEMENTS.

- 1. Freedom Hill Lease. The Event Sponsor hereby acknowledges and understands that the County is a party to a Contract with Hillside Productions, Inc. regarding the use of a portion of the Park and specifically the area commonly referred to as the Amphitheater (“Freedom Hill Lease”).
- 2. Food and Beverage Agreement. The Event Sponsor further acknowledges and understands that the County is a party to a Permission Agreement with Hillside Productions, Inc. regarding Independence Hall (“Food and Beverage Agreement”). The Event Sponsor acknowledges and recognizes the limits of the use of Independence Hall based on the terms of the Food and Beverage Agreement.
- 3. Non-Interference. The Event Sponsor shall not perform, cause to be performed, or allow to be performed any act(s) or omissions to act which conflict with Hillside Productions, Inc.’s exercise of its rights under the terms of the Freedom Hill Lease and/or the Food and Beverage Agreement. The Event Sponsor shall coordinate and consult with Hillside Productions, Inc. for the express purpose of avoiding interference with or infringement upon Hillside Productions, Inc.’s contractual rights, including with particularity the use of the grounds by Hillside Productions, Inc. for vehicular parking and the placement of commercial advertising on Park Grounds.

SECTION 10. INSURANCE REQUIREMENTS.

- 1. Minimum Policy Requirements. The Event Sponsor shall provide, at its own expense, a policy of insurance for public liability covering the date(s) of the event,

Initials: _____

including the dates and times allowed for pre-event set-up and site preparation and the dates and times allowed for post-event take-down and removal of equipment from the park site. The policy of insurance shall name Macomb County as an additional insured party. Such insurance shall equal to or exceed the following:

- a. Comprehensive General Liability: \$1,000,000.00 per person
- b. Including Broad Form Conceptual and Personal Injury: \$1,000,000.00 per occurrence
- c. Products Liability \$1,000,000.00 Aggregate
- d. Broad Form Property Damage \$1,000,000.00 minimum
- e. Auto Liability \$500,000.00 combined single limit
- f. Liquor Liability (where applicable) \$1,000,000.00 minimum
- g. Fireworks Liability (where applicable) \$1,000,000.00 minimum

2. Coverage. The policy of insurance shall include coverage for premises operations, products, completed operations, personal injury including false arrest and assault and battery, and contractual claims.
3. Proof of Insurance. A certificate of insurance evidencing such policies and coverage shall be furnished by the Event Sponsor to the County’s Risk Manager, with full premium paid, no later than 7 days prior to the first date allowed for event set-up and site preparation. All policies shall be subject to the reasonable approval of the County for adequacy and form of protection.
4. Failure to Provide Proof of Insurance. Failure by the Event Sponsor to provide the County’s Risk Manager satisfactory proof of insurance coverage as provided immediately above shall be cause for the immediate cancellation of this agreement, and may act as a bar to any future Park Use License Agreements between the County and the Event Sponsor. Such failure shall also constitute grounds for the forfeiture to the County of the Event Sponsor’s security deposit.
5. Event Sponsor’s Property. The Event Sponsor agrees to insure its property and equipment located or situated on the Park Grounds on a replacement value basis against all forms of physical loss and shall under this policy cause the insurance carrier to issue to the County a waiver of subrogation. In the event the Event Sponsor does not obtain this insurance or obtains inadequate insurance, the Event Sponsor releases the County as to damage or loss of its property and equipment while on the County’s property.

Initials: _____

SECTION 11. INDEMNIFICATION.

1. Indemnification by Event Sponsor. The Event Sponsor shall indemnify, represent, defend, and hold harmless Macomb County and its officers and employees as to any and all claims, lawsuits, or liabilities, whether arising under a contract theory of recovery, or whether arising under a tort based theory of recovery, and in either instance regardless of the nature or extent of any such cause of action so long as such cause(s) of action arises from the acts or omissions of the Event Sponsor, the Event Sponsor's officers, employees, agents, or volunteers, or the Event Sponsor's vendors, entertainers, and/or demonstrators regardless of whether such cause(s) of action arises from careless, negligent, grossly negligent, willful and/or wanton, intentional, and/or deliberately improper conduct attributable to the Event Sponsor and/or the Event Sponsor's officers, employees, agents, or volunteers, or attributable to any person or business enterprise acting under contract with the Event Sponsor, which responsibility shall not be limited to the insurance coverage provided herein.
2. Immunity Granted by Law. Nothing contained in this Agreement shall be construed as a waiver or abrogation of any immunity, or the expansion of any exception thereto as may be recognized by law, afforded to the County, its officers, or employees by prevailing law, regardless of whether arising from statute or judicial ruling.

SECTION 12: COMMERCIAL ADVERTISING.

1. Off-Site Advertising. The Event Sponsor shall have the sole and exclusive right to advertise the event, including its date, time, place, nature, attractions, activities, music and entertainment, without limitation as to time, place, or manner of such advertising.
2. On-Site Advertising. The Event Sponsor acknowledges that pursuant to a pre-existing contractual agreement ("Freedom Hill Lease") between the County and Hillside Productions, Inc. (Hillside), Hillside is the exclusive sales agent for all advertising in or on the Park Grounds, and that under the terms of that agreement the County and Hillside are each entitled to one-half of all gross advertising revenues. As a consequence, the Event Sponsor may arrange, coordinate, contract for, or allow commercial advertising within, on, or around the Park during the scheduled events detailed in Appendix A to this license agreement only if the following conditions are first met:
 - a. The Event Sponsor shall secure from Hillside a fully executed written agreement and waiver of (1) Hillside's rights as the exclusive sales agent for commercial advertising at the Park, and (2) Hillside's rights to its portion of commercial advertising revenues, or alternatively any apportionment thereof as may be agreed upon between Hillside and the Event Sponsor.

Initials: _____

- b. Hillside's fully executed agreement and waiver shall provide that Hillside expressly releases and holds harmless the County of Macomb from any claims, causes of action, or liabilities that Hillside may assert under the terms and conditions of the Freedom Hill Lease to the extent such claims arise from the Event Sponsor's arrangement, coordination, contracting for, or allowing commercial advertising within, on, or around the Park during the scheduled event.
 - c. The County of Macomb shall be included as a party and signatory to the agreement and waiver.
 - d. No later than 7 days prior to the first date allowed for event set-up and site preparation detailed in Appendix A to this license agreement, the Event Sponsor shall provide to the County both a copy of Hillside's fully executed agreement and waiver of its rights and interests detailed immediately above, and a list of all commercial advertisers and a description of all advertising to be displayed in or on the Park Grounds at any time during the event.
3. Offensive Content. The County shall have the right to remove or demand the removal of any commercial advertising found to be offensive, obscene, inflammatory, or otherwise objectionable. The Event Sponsor expressly waives and agrees to indemnify the County as to any claim for lost revenue, economic loss, or infringement upon commercial speech rights in the event the County removes any commercial advertising found to be offensive, obscene, inflammatory, or otherwise objectionable.
4. County Waiver. For the term and duration of the scheduled events for which this Agreement and its referenced Appendices apply, the County shall waive, in favor of the Event Sponsor, its rights and entitlement to any portion of revenues derived from commercial advertising on the Park Grounds.

SECTION 13. SECURITY.

1. Sheriff's Personnel. At the Event Sponsor's cost, the County shall, through the Macomb County Sheriff's Office, provide and maintain sworn uniformed deputies who will provide security at the site during the operating hours of the event. The number of such personnel provided to maintain security on each day of each event shall be determined solely at the discretion of the Macomb County Sheriff, and such deputies shall take such actions deemed reasonable and necessary for the preservation of the safety, order, and good discipline of all Park visitors attending the event. The Event Sponsor shall pay to the Sheriff's Office the actual cost of such personnel as determined by the hour and wage scales applicable under current collective bargaining agreements.

Initials: _____

2. No Third Party Rights. This provision shall not be construed to create any third party beneficiary or third party rights with regard to the provision of security or security services, or with regard to any failure to provide security or security services. Notwithstanding the operation of any other indemnification provision in this agreement, the Event Sponsor shall indemnify and hold harmless the County as to any and all claims, lawsuits, or liabilities, arising from any actual failure to maintain proper security, or any alleged failure to maintain proper security.

SECTION 14. RELATIONSHIP BETWEEN THE PARTIES.

This License Agreement does not create any relationship of principal-agent between the parties, and it shall not be construed to create a principal-agent relationship between the parties, between the County and any vendor, entertainer, or demonstrator participating in the event, or between the County and any employee, agent, volunteer, contractor, or employee or agent of any contractor working under contract or otherwise on behalf of the Event Sponsor. Rather, this License establishes and defines the nature, manner of conduct, duties, obligations, and liabilities of the parties relating to the conduct of the event and the Event Sponsor's right to use the Park.

SECTION 15. WAIVER OF CLAIMS.

1. Lawful Intervention. The Event Sponsor waives any and all claims arising from any or all losses or damages sustained by reason of any lawful intervention by any public agency or official into the conduct of the scheduled event. Any such lawful intervention shall not relieve the Event Sponsor of its duties, responsibilities, or obligations imposed under the terms of this Permission Agreement.
2. Infrastructure Failure. The Event Sponsor waives any and all claims for compensation arising from any loss or damages sustained by the Event Sponsor by reason of any defect or failure of the Park's gas, water, or electrical supply, or any defect or failure of related apparatus, equipment, or fixtures which may occur from time to time and for any cause, unless caused by the gross negligence of the County or its employees or agents.
4. Insurrection and Acts of Nature. The Event Sponsor waives any and all claims for compensation arising from any loss or damages sustained by the Event Sponsor resulting from fire, flood, rain, water, wind, tornado, or insurrection, civil disturbance, and/or riots unless caused by the gross negligence of the County or its employees or agents.

SECTION 16. ASSIGNMENT AND AMENDMENT.

1. This License Agreement and its appended Appendices A and B represent the entire agreement between the parties.

Initials: _____

- 2. This License Agreement and its terms and conditions shall not be amended except with the written consent of both parties.
- 3. This License Agreement shall not be assigned or transferred without the prior written consent of both parties.

SECTION 17. PERMITS AND LICENSES.

The Event Sponsor shall secure at its own expense all permits or licenses required or otherwise necessary for legal operation of the scheduled event and/or any of its activities, services, displays, or demonstrations during and in connection with the scheduled event.

SECTION 18. ILLEGAL USES.

The Event Sponsor shall not allow, permit, or use the Park Grounds for any unlawful or illegal purposes, or any purpose in violation of any federal, state, county or local law.

SECTION 19. NON-DISCRIMINATION.

The Event Sponsor shall not discriminate in the full and equal accommodation, enjoyment, and access to the Park and park facilities and afford such access to all members of the public regardless of race, religion, color, national origin, ethnicity, age, gender, sex, marital status, or any other protected class as defined by federal or state law.

SECTION 20. PERSONNEL.

The Event Sponsor shall employ such personnel as it deems necessary for its operation of the scheduled event and all such personnel shall be admitted to the Park free of charge. The Event Sponsor shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of race, religion, color, national origin, ethnicity, age, gender, sex, marital status, or any other protected class as defined by federal or state law.

(Use License – Nothing Follows)

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Initials: _____

IN WITNESS WHEREOF, the parties have caused those present to sign this Permission Agreement on the _____ day of _____, 2014.

IN THE PRESENCE OF:

IN THE PRESENCE OF:

CHARTER COUNTY OF MACOMB

BY: _____

ITS: _____

BY: _____

ITS: Vice President _____

Initials: _____

Appendix A

RE: 2014 FREEDOM HILL COUNTY PARK USE LICENSE

1. Event Titles:
 - Harley Fest
 - Stars and Stripes Festival
 - Mo Pop Festival
 - Italian Festival
 - Growing Up Green Festival
 - USA Cares Charity Ride & Classic Car Show
 - Hunting and Fishing Expo

2. Event Description and Schedule:

The festival events identified above are family oriented celebrations which may feature live music entertainment, food vendors, alcohol sales, product demonstrations and sales, fireworks displays, midway games and amusements, midway rides, and animal demonstrations. The portions of Freedom Hill Park available for the Event Sponsor's use for the festival events shall be limited to the grass and lawn areas of the Park Grounds, sidewalks, roadways, parking areas, Pavilion, and bathroom facilities, and expressly excludes the Amphitheater, its associated structures and fixtures, and any other portions of the Park Grounds leased exclusively to Hillside Productions, Inc. under the terms of the Freedom Hill Lease and/or the Food and Beverage Agreement, including portions of Independence Hall. The festival events identified above shall be conducted as scheduled below:

- a. Harley Fest.

- (1) Date/Hours of Operation:

- i. Saturday, June 14, 2014.
- ii. Hours of operation shall begin no earlier than 10:00 a.m.
- iii. All musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.
- iv. All carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.

Initials: _____

v. All vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).

(2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Thursday, June 12, 2014.

(3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Sunday, June 15, 2014.

b. **Stars and Stripes Festival.**

(1) Date/Hours of Operation:

i. Thursday, June 26, 2014, through Sunday, June 29, 2014.

ii. On each date identified above, the hours of operation shall begin no earlier than 10:00 a.m.

iii. On each date identified above, all musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.

iv. On each date identified above, all carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.

v. On each date identified above, all vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).

(2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Monday, June 23, 2014.

(3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Monday, June 30, 2014.

c. **Mo Pop Festival.**

(1) Date/Hours of Operation:

i. Saturday, July 12, 2014.

ii. The hours of operation shall begin no earlier than 10:00 a.m.

Initials: _____

- iii. All musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.
 - iv. All carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.
 - v. All vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).
- (2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Thursday, July 10, 2014.
 - (3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Sunday, July 13, 2014.
- d. **Italian Festival**
- (1) Date/Hours of Operation:
 - i. Friday, July 18, 2014 through Sunday, July 20, 2014.
 - ii. On each date identified above, hours of operation shall begin no earlier than 10:00 a.m.
 - iii. On each date identified above, all musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.
 - iv. On each date identified above, all carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.
 - v. On each date identified above, all vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).
 - (2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Wednesday, July 16, 2014.
 - (3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Monday, July 21 2014.

Initials: _____

e. **Growing Up Green Festival.**

- (1) Date/Hours of Operation:
 - i. Saturday, July 26, 2014.
 - ii. Hours of operation shall begin no earlier than 10:00 a.m.
 - iii. All musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.
 - iv. All carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.
 - v. All vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).
- (2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Friday, July 25, 2014.
- (3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Sunday, July 27, 2014.

f. **USA Cares Charity Ride & Classic Car Show.**

- (1) Date/Hours of Operation:
 - i. Saturday, August 23, 2014.
 - ii. Hours of operation shall begin no earlier than 10:00 a.m.
 - iii. All musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.
 - iv. All carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.
 - v. All vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).
- (2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Friday, August 22, 2014.

Initials: _____

- (3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Sunday, August 24, 2014.

g. **Hunting and Fishing Expo.**

- (1) Date/Hours of Operation:
- i. Friday, September 5, 2014 through Sunday, September 7, 2014.
 - ii. On each date identified above, hours of operation shall begin no earlier than 10:00 a.m.
 - iii. On each date identified above, all musical performances and performance related entertainment activities amplified through a public address system of any size or nature shall end no later than 11:00 p.m.
 - iv. On each date identified above, all carnival and midway rides, games, attractions, and associated pre-recorded music, musical sound tracks, and public address announcements, shall end no later than 11:30 p.m.
 - v. On each date identified above, all vendor and food sales, all fireworks displays, and all other festival activities shall end no later than 12:00 a.m. (midnight).
- (2) Set-Up and Site Preparation: Set-up and site preparation shall begin no earlier than 8:00 a.m., Thursday, September 4, 2014.
- (3) Take-Down and Removal: Take-down and removal activities shall be completed no later than 8:00 p.m., Monday, September 8, 2014.

3. **Exclusivity.** This License grants the Event Sponsor the exclusive use, enjoyment, and occupation of the Park on the Set-Up, Event, and Take-Down dates identified in Paragraph 2, and its sub-paragraphs, immediately above.
4. **Take Down and Removal.** In the event the Event Sponsor fails to remove all equipment and/or display items from the Park by the time and date(s) detailed above, the County shall directly charge to the Event Sponsor the actual cost incurred by the County for the removal of any equipment or display items.
5. **Site.** The Event Sponsor acknowledges that it has acquainted itself with the site described here to be used for its event: Freedom Hill Park, inclusive of parking areas, driveways, walkways, grass and lawn areas, the covered pavilion and stage, but exclusive of the Amphitheater its associated structures and walkways.

Initials: _____

6. Grounds Security Deposit. The Event Sponsor shall pay to the County a \$10,000.00 security and grounds clean-up deposit no later than June 1, 2014. This deposit shall be returned to the Event Sponsor as otherwise provided in the License Agreement to which this appendix is appended.

7. Grounds Rental Fee. The Event Sponsor shall pay to the County:
 - a. \$2,500.00 per day for a total of 14 days of festival operations (total: \$35,000.00)
 - b. \$250.00 per day for 19 total days of pre-festival preparation and set-up, and post-festival equipment removal (total: \$4,750.00)
 - c. Total grounds rental fee amount due under the terms of this agreement: \$39,750.00.
 - d. The grounds rental fee shall be paid no later than sixty (60) days after the close of the festival season.
 - e. In the event the Event Sponsor cancels an event identified in Paragraph 2, and its sub-paragraphs above, the Grounds Rental Fee, and Set-Up and Take-Down fees pertaining to the cancelled event shall be returned to Funfest by the County within 21 days of receipt from the Event Sponsor of the accounting of parking fees as required under Section 4 of the License Agreement to which this Appendix is related.

8. Parking Fees. A parking fee of \$10.00-\$15.00 depending on the festival shall be charged for each vehicle parking within or on Park Grounds.
 - a. Parking fees shall not be waived or excused for any guest or member of the public attending the event regardless of whether such guest or member of the public attend the event on a paid admission basis or on a complimentary or free of charge basis.
 - b. The following shall not be charged a parking fee: (1) the Event Sponsor's employees, agents, contractors and contractor's employees, (2) vendors, product demonstrator, entertainers and crew members, (3) Macomb County Sheriff personnel assigned to provide security at the event pursuant to the terms of this Appendix and the License Agreement to which it pertains, and (4) Macomb County officials granted universal staff credentials.
 - c. Pursuant to a pre-existing contractual agreement between the County and Hillside all monies realized from parking fees shall be turned over to the County which shall account for such monies under the terms of that pre-existing agreement. The Event Sponsor shall account for all parking fees in the accounting and financial

Initials: _____

Appendix B

Macomb County Parks Ground Rules and Requirements

RE: FREEDOM HILL COUNTY PARK USE LICENSE AGREEMENT

1. Available Facilities.
 - a. Applications will be accepted on the basis of the date security deposit is received.
 - b. The County reserves the right to decline licensing the use of the facilities to any person, group, or business enterprise, or for any activity the County believes would be detrimental to the social, cultural, or recreational well being, or which would pose a risk to the safety, security, or peace and good order of Macomb County or its residents and visitors.
 - c. The portions of Freedom Hill Park available for the Event Sponsor's use for the festival event shall be limited to the grass and lawn areas of the Park Grounds, sidewalks, roadways, parking areas, Pavilion, and bathroom facilities, and expressly excludes the Amphitheater, its associated structures and fixtures, and any other portions of the Park Grounds leased exclusively to Hillside under the terms of the Freedom Hill Lease and/or the Food and Beverage Agreement, including portions of Independence Hall.

2. General Rules.
 - a. Vehicles and Vehicle Operations.
 - (1) Vehicular entry into the Park Grounds will be on a paid fee basis only.
 - (2) All motor vehicles will be operated on roadways and designated parking areas only. This shall not be construed to prohibit the operation of emergency vehicles (i.e., fire, ambulance, police) in areas beyond roadways and designated parking areas as may be reasonable and necessary.
 - (3) A parking fee shall be charged on a per-vehicle basis as required in the Permission Agreement corresponding hereto, at the rate reflected in Appendix A. The Event Sponsor must provide sufficient personnel to collect such fees, direct vehicles to assure orderly parking and safe vehicular egress.
 - (4) Emergency services, fire, ambulance, and law enforcement vehicles may operate in areas beyond roadways and designated parking areas as may be

Initials: _____

reasonable and necessary to meet emergency exigencies, or to conduct patrol activities.

- (5) Emergency services, fire, ambulance, and law enforcement vehicles shall not be charged a parking fee.

b. Hours of Operations.

- (1) The individual events' hours of operation shall be as provided as detailed in Appendix A.
- (2) Members of the general public and all other unauthorized persons must exit the park no later than 12:30 a.m.

c. Park Grounds and Flora.

- (1) Cutting, trimming, pruning, removing, or harming any tree or shrub, whether dead or alive, is strictly prohibited. The County shall have the right to impose a \$1,000.00 fine on the Event Sponsor for each instance of such prohibited acts.
- (2) Attaching any advertising or display banner, sign, or material to any tree, shrub, or structure is strictly prohibited. The County shall have the right to impose a \$1,000.00 fine on the Event Sponsor for each instance of such prohibited acts.
- (3) Ditching, trenching, excavating, and/or digging is strictly prohibited. The County shall have the right to impose a \$1,000.00 fine on the Event Sponsor for each instance of such prohibited acts.
- (4) The Event Sponsor shall contact and consult with Miss Dig prior to placing spikes, stakes, poles, or similar earth anchoring devices into and/or below ground level. In the event the Event Sponsor fails to do so and damage to sub-surface gas, water, electrical, drainage, sewer, or vent lines sustain damage, the Event Sponsor shall be solely liable for all labor and materials employed in the repair, as well as all related property damage suffered by others as a result of such damage.

d. Noise and Sound Projection.

- (1) Performance Stages. Operation or employment of any radio, television, sound amplification system, or public address system, siren, or sound generating device in a manner which produces sound levels in excess of 95 decibels at the Park perimeter boundaries is strictly prohibited.

Initials: _____

- (2) Recorded Music and Sound Tracks: Operation or employment of any recorded music and/or sound track playback or sound amplification system, including that originating with, in, or on midway amusements and/or rides and carnival midway attractions which produce sound levels in excess of 95 decibels at the Park perimeter boundaries is strictly prohibited. Such sound generating systems shall not be operated in any manner after the close of the daily festival operations as detailed in Appendix A appended to the 2014 Freedom Hill County Park Use License.
- (3) Enforcement and Monitoring. It shall be the exclusive responsibility of the Event Sponsor to monitor music, noise, and sound levels, and to enforce the limitations placed thereon as provided in sub-paragraphs d.(1) and (2) immediately above.
- (4) Sanction for Violation. The County reserves the right to impose a \$1,000.00 fine on the Event Sponsor for each instance of such prohibited acts.
- e. Electrical Service. Electrical power is available from multiple outlet electrical sources with six 20 amp, 120 volt outlets, and one 30 amp, 208 volt outlet (requiring a Hubbell Twist Lock 30 amp, 250 volt plug, stock #2621-male), with a maximum capacity of 50 amps. The Event Sponsor is responsible for assuring that such electrical service is sufficient to meet vendor, entertainment, lighting, display, and demonstration demands.
- f. Gaming. With the exception of State of Michigan licensed and authorized state lottery sales, no gambling, games of chance, or gaming activities will be allowed or conducted on Park premises. In the event the Event Sponsor permits, acquiesces to, or otherwise allows any manner of unauthorized gambling or gaming activities, the County shall have the right to close the event and declare the Permission Agreement void.
- g. Vendors, Entertainers, Commercial Advertisers.
- (1) No later than 7 days pre-event, the Event Sponsor shall provide to the County a list of all vendors who will be present at the event. The list shall include:
- a. The vendor's name;
 - b. The name, address, and telephone number of the responsible owner, operator, point of contact, or authority figure;

Initials: _____

- c. Whether the vendor is a non-profit, tax-exempt, or commercial enterprise. If tax-exempt, the vendor's tax-exempt number must be given;
 - d. A description of the goods and/or services offered for sale;
 - e. The vendor's booth number and location; and
 - f. An affirmative acknowledgement by the Event Sponsor that each vendor was provided a copy of these Grounds Rules and Requirements.
- (2) No later than 7 days pre-event, the Event Sponsor shall submit to the County a list of all entertainers documenting all scheduled performances, and documenting that the Event Sponsor provided each entertainer a copy of the Grounds Rules and Requirements.
 - (3) No later than 7 days pre-event, the Event Sponsor shall submit to the County a list of all commercial advertisers participating or otherwise displaying advertisements of any manner within, on, or around the Park during the festival.
 - (4) Vendors, demonstrators, exhibitors, and entertainers, shall furnish the proper cords and connectors required for access to the Park's electrical power outlets. All electrical cables and cords shall conform to the National Electrical Code. All electric cables and cords shall be sized properly and shall connect to the Park's electrical power outlets by plugs only.
 - (5) Direct-wired or hard-wired connections whether inside or outside outlets and/or cabinets are strictly prohibited. In the event the Event Sponsor permits, acquiesces to, or otherwise allows any manner of unauthorized direct-wired or hard-wired electrical connections, the County shall have the right to close the event and declare the License Agreement void.
 - (6) Electrical service cabinets, service panels, and breaker or fuse boxes shall be and shall remain closed and locked at all times during the event.
 - (7) The Event Sponsor, vendors, demonstrators, exhibitors, and entertainers shall furnish the materials, including plastic waste collection and disposal bags, containers, barrels, tools, clean-up supplies, and materials reasonably necessary to conduct their activities and return the Park Grounds to their pre-event condition at the conclusion of the event. To the extent they are available at the Park, the Event Sponsor may have use of County containers and barrels for the purpose of trash and refuse

Initials: _____

collection and may position such containers and barrels at locations as the Event Sponsor deems appropriate.

- (8) Vendors, demonstrators, exhibitors, or entertainers selling or otherwise providing hot food or food items cooked, warmed, or heated on the Park Grounds shall provide and maintain for their own emergency use an approved 10 pound A/B/C extinguisher.
- (9) Vendors, demonstrators, exhibitors, or entertainers connecting to the Park's electrical supply system who hold or otherwise maintain flammable materials shall provide and maintain for their own emergency use an approved 10 pound A/B/C rated extinguisher.
- (10) Vendors, demonstrators, exhibitors, and entertainers shall pick up trash and litter from and around their booth or area of operation.
- (11) Vendors, demonstrators, exhibitors, and entertainers shall clean their booth or area of operation at the conclusion of each day's operation.
- (12) Vendors, demonstrators, exhibitors, and entertainers, shall dispose of their refuse, cartons, boxes, packing materials and other waste materials at the designated site.
- (13) Vendors, demonstrators, exhibitors, and entertainers shall lock or clear their booths when not attended.
- (14) Vendors, demonstrators, exhibitors, and entertainers, shall be responsible for providing the labor force necessary to set-up, operate or perform their event function, take-down, and clean-up their designated use areas.
- (15) All booths, decorations, advertising materials, non-County lighting and sound amplification systems, electrical cords and cables, and vendor, demonstrator, exhibitor, and entertainer property, supplies, and materials must be removed from the Park Grounds no later than 24 hours after the final day of Take-Down and Removal as provided in the events schedule detailed in Appendix A appended to the 2014 Freedom Hill County Park Use License. The County reserves the right to remove any such items remaining 48 hours after the final day of Take-Down and Removal as provided in the events schedule detailed in Appendix A appended to the 2014 Freedom Hill County Park Use License, and to charge for personnel time required to effect such removal.
- (16) Vendors, demonstrators, exhibitors, and entertainers, shall comply with all applicable federal, state, county, and municipal laws and regulations, with particular attention called to the Macomb County Health Department's

Initials: _____

health permit requirements, the City of Sterling Heights' sales or vendor permit requirements, and the Michigan Department of Health's regulations detailed in Public Act 368 of 1978.

- (17) Rules imposed by the Event Sponsor upon vendors, demonstrators, exhibitors, entertainers, guests, or visitors shall be provided to the County no less than 30 days prior to the commencement of the event. The County reserves the right to disapprove and prohibit any such rule deemed in the County's sole discretion to be detrimental to the social, cultural, or recreational well being, or which would pose a risk to the safety, security, or peace and good order of Macomb County or its residents and visitors.

h. Security and Clean-Up Deposit.

- (1) The Event Sponsor shall pay to the County a \$10,000.00 Security and Clean-Up Deposit no later than June 1, 2014, as required in the License Agreement corresponding hereto.
- (2) In addition to the terms and conditions imposed in the Park Use License Agreement, the Security and Clean-Up Deposit, or a portion thereof, may be forfeited as necessary to cover the cost of repairing damage to Park property, structures, fixtures, and/or to cover the cost of necessary landscape, clean-up, and/or custodial labor and materials. To the extent no charges are made against it for repairs, the Security and Clean-Up Deposit shall be returned to the Event Sponsor.
- (3) The Event Sponsor shall be liable to the County for the actual cost of any repair, landscape, clean-up, or custodial expenses in excess of the Security and Clean-Up Deposit.
- (4) The County shall survey the condition of the Park Ground's sanitary sewers following the conclusion of the event and shall directly charge to the Event Sponsor the cost of any required cleaning.

i. Safety Inspection and Certification.

- (1) All equipment, machinery, electrical and mechanical apparatus, and activities shall be subject to safety inspection by proper authorities, and compliance with such authorities' oral and/or written directives shall be required.
- (2) In the event the Event Sponsor permits, acquiesces to, or otherwise allows non-compliance with the oral or written safety directive, the County shall have the right terminate and close the offending activity, and/or to close the event in whole and declare the License Agreement void.

Initials: _____

j. Beverage Sales.

- (1) Canned or bottled beverages shall not leave the immediate confines of vendor, demonstrator, exhibitor, and entertainment booths. The Event Sponsor or the vendor selling canned or bottled beverages must provide can and bottle collection receptacles with sufficient liners to accommodate 100% of the vendor's beverage sales during the course of the event.
- (2) Liquor, wine, and/or beer originating with point-of-sale sources outside the Park Grounds shall not be brought into the Park or onto the Park Grounds by visitors, guests, and/or members of the public.
- (3) Liquor, wine, and/or beer sales shall be allowed as provided by local and state law, permits, and licensing rules and regulations, and only in a manner reasonably calculated to bar those less than twenty-one (21) years of age from accessing such beverages.
- (4) Food and beverage sales shall be allowed within the Park Pavilion; the Event Sponsor shall, however, power wash the Park Pavilion's concrete floor no later than the final day provided above for equipment removal.

k. Waste Collection and Disposal.

- (1) All waste water shall be disposed of in the sanitary sewers provided.
- (2) Grease, oils, distillates, petroleum based products, food waste and its by-products, chemicals and chemical compounds, volatile, flammable, and/or volatile liquids or solids, and/or acids and acid based products shall not be disposed of through the sanitary sewer system, and shall not be dumped on or under the ground.
- (3) Open ground fires are strictly prohibited.
- (4) Coals and ashes resulting from food service vendor operation shall be stored and disposed of in fire and flame proof containers to be provided by the Event Sponsor or the food service vendor.
- (5) The Event Sponsor shall provide, at its sole cost and expense, a thirty (30) yard container for the collection and disposal of general trash and garbage. The items and materials identified in Paragraphs (2) and (4) shall not under any circumstances be stored or disposed of in the general trash and garbage container. The container must be removed from the Park Grounds no later than the end of the allotted clean-up time allowed here and/or in

Initials: _____

the Permission Agreement pertaining hereto. The cost of removal and the disposal of its contents will be paid solely by the Event Sponsor.

- l. Damage to Property. The County shall not be responsible for breakage to or loss of Event Sponsor, vendor, demonstrator, exhibitor, and entertainer owned property, vehicles, machinery, or equipment.
- m. Insurance. The Event Sponsor shall provide proof of insurance as required in the 2014 Freedom Hill County Park Use Agreement corresponding hereto.
- n. Animals.
 - (1) With the exception of law enforcement working dogs, special needs and visually impaired guide dogs and animals integral to entertainment or demonstration activities, pets and animals are prohibited from entering the event or the Park Grounds.
 - (2) All authorized animals must be restrained on a leash no more than six feet in length, and shall be attended to at all times by the animal's owner or immediate caretaker.
 - (3) The Event Sponsor must inspect the Park Grounds once each hour for the purpose of picking up and disposing of all animal waste which must be disposed of in clearly marked receptacles provided for that purpose by the Event Sponsor.
 - (4) Animal waste receptacles shall not be located within one hundred (100) yards of any food or beverage vendor, picnic table, or the Pavilion.
 - (5) Animal waste receptacles must be emptied at the end of each day during which the event is conducted, and such disposal shall be in accordance with local and state health laws and regulations.
- o. Prohibited Wheeled Conveyances. Skate boards, skates, bicycles, tricycles, mopeds, scooters, and similar recreational wheeled conveyances are prohibited from entering the Park. Nothing in this provision shall be construed as prohibiting or otherwise restricting access by those guests dependent upon wheelchairs, electric personal mobility devices, or similar medical or special needs related wheeled conveyances, or law enforcement bicycles, ATV, or utility cart type vehicles.
- p. Physical Security.
 - (1) The Event Sponsor shall retain the services of a security services provider for the purpose of maintaining order during both all hours of the event's

Initials: _____

operations, and all other over-night hours during which the Event Sponsor maintains active control over the Park Grounds. Such security services provider shall be licensed and bonded in accordance with state and local law.

- (2) Notwithstanding the Event Sponsor's retention of private security services, the County shall, at the Event Sponsor's cost, provide through the Macomb County Sheriff's Office, sworn uniformed deputies who will provide security at the site during the operating hours of the events. The number of such personnel provided to maintain security on each day of each event shall be determined solely at the discretion of the Macomb County Sheriff, and such deputies shall take all actions deemed reasonable and necessary for the preservation of the safety, order, and good discipline of all Park visitors attending the event. The Event Sponsor shall pay to the Sheriff's Office the actual cost of such personnel as determined by the hour and wage scales applicable under current collective bargaining agreements.
- (3) Such Sheriff's Office personnel shall not be charged a parking fee for their marked Macomb County Sheriff patrol vehicle(s).
- (4) Payment for such Sheriff's Office personnel shall be made no later than October 31, 2014.
- (5) The Event Sponsor will provide a copy of the contract or written agreement for such commercial security services, and a roster of all persons who will be on the Park Grounds providing security services, to the Sheriff's Office no later than 7 days prior to the first day of set up and site preparation as allowed under the schedule of events reflected in the 2014 Freedom Hill County Park Use License Agreement corresponding hereto.

q. Midway Attractions and Entertainment.

- (1) Midway, carnival, and/or amusement rides shall be segregated in an access controlled area enclosed in a manner so as to prevent injury to visitors, guests, and members of the public who may otherwise come into contact with machinery, motor drive systems, and/or moving mechanical components.
- (2) All authorized amusement ride operators shall furnish to the Event Sponsor proof of a current amusement operator license and annual safety inspection and certifications as required by the Michigan Department of Labor and/or the City of Sterling Heights.

Initials: _____

- r. Post Event Accounting. The Event Sponsor shall submit to the County a post-event accounting statement concerning only parking fees collected as required under the terms of the Park Use License Agreement corresponding hereto.
- s. Fireworks. A professional grade and/or commercial fireworks display is permitted. The Event Sponsor, however, shall first provide to the County, no less than 7 days prior to the first day of set-up and site preparation as allowed under the schedule of events reflected in the 2014 Freedom Hill County Park Use License Agreement corresponding hereto, the following:
- (1) All required state and local permits authorizing the fireworks display;
 - (2) Proof of fireworks liability insurance coverage in the amount of one million dollars (\$1,000,000.00) listing Macomb County as an additional insured;
 - (3) The fully executed contract between the fireworks provider and the Event Sponsor; and
 - (4) A detailed action plan reflecting date and time of the display, the proposed fireworks to be employed, identified by common industry name and weight, and the number of each, the ignition altitude, the ignition area, and the launch site.
 - (5) The Event Sponsor shall assure and warrant that the fireworks provider is properly licensed, insured, and has been actively engaged in the fireworks industry for no less than three contiguous years without incident resulting in injury, property damage, or civil litigation;
 - (6) The launch site shall be segregated and secured by appropriate barriers to prevent public access, and shall be located at such distance from the event's public access and vehicle parking areas and the Parks' buildings, structures, fixtures, and Amphitheater so to prevent injury or property damage in the event of accidental ground ignition, explosion, fire, or short-distance or low altitude launch errors;
 - (7) In the event the Event Sponsor permits, acquiesces to, or otherwise allows any manner of unauthorized fireworks displays, or fireworks displays which fail to conform to the express conditions of this paragraph, the County shall have the right to close the event and declare the Permission Agreement void.
 - (8) Pyrotechnic displays or presentations by any vendor, entertainer, or commercial advertiser are prohibited.

Initials: _____



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

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RESOLUTION

Resolution to:

recommend, on behalf of the Macomb County Executive and the Human Resources and Labor Relations Department, that the Macomb County Board of Commissioners ratify a Collective Bargaining Agreement with the MCPDSA - Correction Officers from January 1, 2014 to December 31, 2016 as tentatively agreed to and ratified by the membership.

Introduced By:

Human Resources and Labor Relations Fred Miller, Chair, Finance Committee

Additional Background Information (If Needed):

Committee

Meeting Date

Finance

5-14-14

Full Board

5-14-14

RESOLUTION NO.

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: CONCUR IN THE RECOMMENDATION OF CORPORATION COUNSEL CONCERNING THE CASE OF JAMES DOUGLAS WOULUKKA VS. COUNTY OF MACOMB, ET AL

INTRODUCED BY: CHAIRPERSON FRED MILLER, FINANCE COMMITTEE

Counsel's recommendation regarding this pending litigation will be provided to each Commissioner under a separate attorney/client privileged communication.

COMMITTEE/MEETING DATE

FINANCE – 5/14/14

Full Board 5-14-14

MACOMB COUNTY, MICHIGANRESOLUTION TO receive and file report from Board Chair for May 2014INTRODUCED BY: Dave Flynn, Full Board

- The following is a report on activities within the Board Office which do not usually appear on committee agendas.

Current Issues:

- **Freedom Hill**
 - Update meetings
 - Homeowners' Meeting held 04-29-14
 - Use Agreement
- **DWSD**
 - Ongoing communication between Public Works, OCE and BOC
- **Retiree Health Care**
 - Info sharing meeting with Dickinson Wright and City of Grand Rapids on 05-21-14
 - Proposal re: Retiree Health Care, Capital Improvement Projects, Downtown Renos Plan
 - Introduced to BOC on June 5; Vote on June 19th
- **Budget Schedule**
 - Materials have been sent to departments
 - Review schedule is confirmed

Office:

- **Digital Imaging**
 - Leak from rainstorm emphasizes priority and need for scanning/imaging project
 - Historical records of committee meetings exist only in single copy paper form
 - Staff met with IT on 01-08-14 to discuss project and process
 - Status update to be requested
- **Volunteer Recognition Program**
 - Nominations will be accepted until 5pm this Friday, May 16th
 - Volunteers will be recognized at June Full Board meeting
 - Nominations can be submitted online, by mail or fax, or in person
 - Criteria and information can be found on BOC website
- **Communication Plan**
 - Creation of Communication Plan is underway
 - Review and implementation in June

Region:

- **Athena Awards**
 - Held May 2nd – Mocerri attended
- **Spirit of Leadership Event**
 - Roger Facione is being honored
 - Benefits Turning Point
 - May 15th – Flynn, Sauger to attend
- **Leadership Macomb People's Choice Awards**
 - May 16th – Flynn, Vosburg, Miller attending
- **MAPERS**
 - May 18 – 20 – Flynn to attend
- **Mackinac Policy Conference**
 - May 28, 29, 30 – Flynn, Mijac attending
- **Detroit Zoo**
 - Sunset at the Zoo will be held June 13, 2014
 - Tickets available via Detroit Zoo website

Media:

- See attached articles.

Litigation InvoiceCharges:	Legal Svcs Budget Amount:	Legal Services Invoice Totals:	Budget Remaining:	%Utilized:
	\$72,500 (2014)			
		\$ 161.00 (Clark Hill final)		
		<u>3,174.00</u> (January, Dickinson Wright)		
		\$ 3,335.00	\$ 69,165.00	.046
		<u>2,377.00</u> (February)		
		\$ 5,712.00	\$ 66,788.00	.078
		<u>3,013.00</u> (March)		
		\$ 8,725.00	\$ 63,775.00	.120

COMMITTEE/MEETING DATE

Full Board 05-14-14

Mt. Clemens officials envision skating rink, park on site of parking garage

By Christina Hall Detroit Free Press Staff Writer Filed Under Local News Macomb County Mt. Clemens
Mar. 23

freep.com

Downtown Mt. Clemens could have its own version of Detroit's Campus Martius Park or New York's Rockefeller Center under a plan floated to Macomb County officials.

The plan developed by the Mt. Clemens Downtown Development Authority calls for a winter ice rink, summer spray or splash park, dog park and amphitheater on the site of an aging parking garage used by Macomb County employees

and visitors.

The concept could save the county millions of dollars

compared with the cost of a new garage, generate revenue for the city by having some county workers park in under-used city lots, draw more foot traffic to downtown businesses and provide a gateway to the Clinton River, currently shielded from the central business district by towering county buildings.

"It's a wonderful opportunity to bring people a Rockefeller Center or Campus Martius. It's something we don't have in downtown right now," Deputy County Executive Mark Deldin said.

County Commission Chairman David Flynn agreed.

"I was impressed by the thoroughness and inventiveness of the individuals on the (DDA) who took the time to come up with a better way to consolidate the county's parking needs and try to open up the riverfront for the city," he said.

The concept was presented Thursday to county commissioners after several meetings by city, county and DDA representatives. Earlier in the week, the city commission adopted a resolution authorizing the study of a parking agreement with the county.

The proposed park on the 2.2-acre site at Market, Main and Gratiot would be "something iconic," said David Gassen, a DDA board member and a principal at PARTNER in Architecture in Mt. Clemens who created the proposal. Deldin said he could see Christmas tree lighting ceremonies and even a Mt. Clemens High School graduation occurring there.

The idea evolved after the DDA learned the county was exploring spending upward of \$60 million for building changes at its downtown campus, including renovations

at the 13-story, old county building after a fire nearly a year ago closed the high-rise and displaced 150-200 employees.

The price called for about \$25 million for a new garage to replace the garage that is more than three decades old and beyond its useful life, officials said. Deldin said the garage costs

☞ the county \$200,000 to \$300,000 in repairs every year.

The concept would call for the county to raze the garage. The county would pay for the park infrastructure, estimated at \$1.5 million to \$2 million, and the city would maintain the park, officials said.

Instead of the \$25-million parking garage, the county would look at building a parking deck, for \$6 to \$10 million, at the existing parking lot behind the county administration building. Remaining parking spaces the county would need for employees would be in city lots downtown, possibly generating about \$130,000 in revenue for the city.

About 750 county employees work at a handful of buildings downtown. Currently, most of them pay \$16 a month to park. The county could cover the parking for its workers in city spots.

“From the DDA standpoint, what the county does within its central campus affects downtown. In this case, hopefully, it positively impacts downtown.” Gassen said. “(The overall idea) could be a real home

☞ run for the taxpayers of Macomb County and the city.”

The park also could help make the riverfront along the Clinton River more visible and become an integral part of downtown, Gassen said.

Making the river more accessible and user-friendly is something the DDA and other groups have been exploring. An April 7 public hearing will be about the DDA expanding its footprint to the west side of the riverfront between the Crocker and Dickinson bridges, DDA and city officials said.

The expansion would allow the DDA to offer some funding to the cash-strapped city for maintenance and improvements, such as lighting and a new programmable, electronic welcome sign, said Stephen Saph Jr., DDA board of directors chairman. Or, it could help with matching dollars needed for grants for projects along the riverfront.

The Macomb Daily (<http://www.macombdaily.com>)

Macomb County looks for ways to aid Jermaine Jackson community center

Macomb County considers ways to aid Jermaine Jackson center

By Mitch Hotts, The Macomb Daily

Monday, March 24, 2014



Macomb County officials on Monday toured the Jermaine Jackson-Cairns Community Center in Mount Clemens to explore ways to work together to improve services and programs the center provides to under-served area youngsters and families.

County Executive Mark Hackel and several department heads visited the 10,000-square-foot building with an eye on injecting the center with new energy and assistance.

“We’re basically here to get a feel for what this facility offers to the community and what value we can add to it,” Hackel said.

The center on Orchard Street northeast of city’s downtown offers a variety of educational classes, activities and mentoring programs aimed at residents 18 and under along with senior programs and a food program for families.

It is owned by the city of Mount Clemens, which leases it to Mount Clemens Community School District, which in turn subleases it to the Jermaine Jackson Foundation. The center is financed primarily through rental fees, grants and donations.

Jackson, a graduate of the University of Detroit Mercy, has played for the Detroit Pistons, New York Knicks and other teams before retiring. In addition to running the community center, he is head coach for the Mount Clemens High School boys varsity team. He took over the facility in early 2012 and developed after-school programming along with recreational and nutritional instruction to help children throughout Mount Clemens.

“So many lives have changed from being in here,” he said.

Jackson said he is heartbroken to see some children coming to school without enough to eat or properly clothed, such as one student who came to classes with only one shoe on.

“We have kids coming into school at 7 in the morning with a grape pop and a bag of Cheetos. We need to teach them how to eat properly, which is why we are adding an outdoor garden to the center. That way, we can teach them about eating what you plant and taking care of yourself,” Jackson said.

While the school district pays the utilities for the center, other community-minded groups have chipped in to

provide assistance. For example, United Auto Workers from Ford Motor Company in 2013 financed a⁵⁰ refurbished basketball gym floor, transport van and renovated kitchen.

“Since the city has no parks and recreation department, this center has helped fill a void,” said Mount Clemens Mayor Barb Dempsey.

Hackel said it’s too early to say what Macomb County can do for the community center, but said one example could involve the planning department securing Community Development Block Grant funds to pay for various improvements.

Rhonda Powell, director of the county’s Community Services Agency, grew up a few blocks away from the center and appreciates the importance of community activism. She urged “strong men and women to invest in the youth of our community.”

The Jermaine Jackson-Cairns Community Center outreach project isn’t the only enhancement Macomb County is considering for Mount Clemens.

A plan developed by the Downtown Development Authority and presented to the county Board of Commissioners last week includes a Campus Martius Park-style development at the site of the county parking structure on Market and Main streets next to the circuit courthouse.

The plan calls for demolishing the structure and a recreation space to be called the City Center taking its place. The City Center would include a splash park in the summer, an ice rink in the winter, along with a dog park and amphitheater.

The \$16 million plan would include a new parking deck for 250 spaces to be built above the lower portion of the parking lot at the county’s Administration Building on Main Street at Cass Avenue. Additional spaces could be added in the future if needed.

That would save the county spending \$25 million for a new parking garage, according to a news release.

URL: <http://www.macombdaily.com/general-news/20140324/macomb-county-looks-for-ways-to-aid-jermaine-jackson-community-center>

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SMART buses need tax hike to keep rolling, authority says

By Christina Hall Detroit Free Press Staff Writer Filed Under Local News Metro Detroit Mt. Clemens
Mar. 26

freep.com



SMART says it must replace 146 40-foot buses in the next five years at a projected cost of \$65.6 million. It is seeking a 0.41-mill increase to generate an additional \$28 million per year. / 2009 photo by Patricia Beck/DFP

Metro Detroit's suburban bus system is pushing to have a millage hike put before voters in August, saying that if it doesn't get the tax increase, it will not be able to keep its aging bus fleet operating beyond next year.

The Suburban Mobility Authority for Regional Transportation (SMART

) is seeking a property tax increase from the current 0.59 mill to 1 mill. The hike would have to be approved by voters in Macomb, Oakland and Wayne counties.

The 0.41-mill increase would generate an additional \$28 million per year and an estimated \$140.9 million during the next five years to fund capital needs, such as replacing buses, balancing operating budgets

and possibly allowing for some increase in service, SMART officials said.

SMART General Manager John Hertel told Macomb County commissioners last week that if the millage is not increased, the deficit will be \$5 million annually for the next three years.

"We would not be able to provide transit services beyond 2015," he told the board. "I can't think of anything that would be more devastating right now than if this system went down, in terms of southeast Michigan, particularly to the economy, not only that, but to our own reputation."

Macomb, Oakland and Wayne county officials first must decide whether to put the measure before voters. The deadline to have a millage issue appear on the August ballot is April 29.

Hertel said he is to appear before Oakland County commissioners on Monday and that Wayne County transit officials are aware of the matter.

Hertel said costs

have gone up while revenue has gone down in the last several years. He said millage revenue, which accounts for nearly 40% of the SMART budget, has decreased by \$14.8 million in the last six years because of reduction in property values.

In his presentation to the Macomb board, Hertel said SMART has reduced administrative costs by more than \$11 million during the last six years; implemented a fare increase in 2009; reduced

its employee

☑ head count by more than 200 since 2010; negotiated with unions to save \$6 million annually, and reduced bus service by 22% in 2012.

SMART serves all of Macomb County. There are communities in Wayne and Oakland counties that have opted out of the service. The last millage increase was in 2002.

Hertel said 98% of SMART buses are on the road daily. However, the authority must replace 146 40-foot buses in the next five years at a projected cost

☑ of \$65.6 million, according to material given to Macomb commissioners.

Hertel told the board that 196 buses have more than 500,000 miles, 78 have more than 600,000 miles and six have more than 700,000 miles. He said the useful life of a bus is 500,000 miles, according to the Federal Transit Administration.

He said the maintenance department is “performing miracles” daily to keep the buses on the road.

“But we can’t do it much longer,” he told the Macomb board, adding that he struck a deal with Detroit for used buses and a joint grant of \$7 million to fix them until SMART can get new buses, which he said cost about \$500,000 each.

SMART provides 11 million rides annually, according to its website. It operates 234 fixed-route buses on 43 routes, seven days a week, 22 hours a day, as well as connector service for seniors and people with disabilities who can’t access the usual fixed-route service.

Macomb commissioners peppered Hertel with questions and requests for information. Commissioner Jim Carabelli asked for management and staff wages and benefit packages from 1995, 2010 and this year; SMART’s structure from the top down; a list of equipment and buses, and how many buses it has and where they are allocated in Macomb County.

Hertel didn’t specifically say when he got SMART’s Board of Directors to back a millage request, but he said, “We put this whole thing together in a matter of weeks.”

Commissioner Toni Mocerri questioned Hertel on how he got to the 1-mill figure. He said he got to that number “politically,” believing it is one he can sell to his board, county officials and the public.

“It’s absolutely a necessity that whatever we place (on the ballot) passes, otherwise the No. 1 system that does work won’t be funded,” Hertel said.

Mocerri and board Chairman David Flynn said they would like voters to have more options. Flynn asked if it could be looked at whether voters could have the option of an additional 0.10 mill to put shelters at every stop.

When asked how much the millage increase would cost per home, Hertel responded that that

information was being prepared and would be sent to the board.

Commissioner Don Brown said the “taxpayers are tapped out right now” and that he didn’t think they would give SMART much, if anything.

Commissioner Michael Boyle, a SMART bus mechanic, attested to the condition of some of the buses, which he said are 2001 or 2002 models. He said the buses are “tore up.” Boyle also confirmed the pay cuts, saying that four years ago he and other union workers gave up 8% in pay and 4% in benefits.

The board sent Hertel more questions Monday with responses due by April 3.

Megan Owens, executive director of Transportation Riders United, said SMART’s service is “incredibly essential” and that people see a need even if they don’t personally use the service.

“You can’t have a community that doesn’t have public transit,” she said. “Any one of us is one broken leg or one bad pothole away from public transit.”

Owens said there is a “very serious risk” of SMART service stopping if the voters don’t approve a higher millage, which she said she believes officials will put on the ballot and voters will approve.

“This millage is absolutely critical to the operation of SMART,” she said, adding that she would like to see service expanded if possible.

Doug Edwards of Mt. Clemens, who stood in a bus shelter Wednesday, waiting for a SMART bus to take him from Mt. Clemens to Roseville, said he rides the bus every day because he has no car.

He said he didn’t know what he would do if the buses weren’t running.

“That would suck,” he said.

[Read More](#)

The Macomb Daily (<http://www.macombdaily.com>)

SMART needs tax hike, or buses stop

By Chad Selweski, The Macomb Daily

Thursday, March 27, 2014



The SMART public transit system's aging bus fleet will grind to a halt if voters do not approve a tax hike in August that would cost a typical Macomb County homeowner between \$26 and \$31 a year.

That was the grim message delivered to the Macomb County Board of Commissioners recently by SMART officials as tight budgets of the past have taken their toll on the 40-foot buses that traverse fixed routes in Macomb, Oakland and Wayne counties.

SMART General Manager John Hertel warned that 196 buses have more than 500,000 miles of wear and tear; 78 have more than 600,000 miles on the odometer; and six have more than 700,000 miles. With an expected lifespan of 500,000 miles, Hertel said 146 buses must be replaced in the next five years.

"We would not be able to provide transit services beyond 2015" if the millage proposal fails, Hertel said.

The proposed increase, from 0.59 of a mill to 1 mill, would generate \$28 million in the first year and an estimated \$140 million in property tax revenue over the next five years.

Those funds would shore up operating funds for SMART, the Suburban Mobility Authority for Regional Transportation, and would provide more than \$60 million in capital improvement funds to replace old buses. Without additional revenue, Hertel said the transit agency would begin running up \$5 million deficits each year.

In Macomb County, the SMART buses mostly provide transportation to jobs, medical care, and shopping areas. Those who benefit most from that transit service are low-income people, seniors and the handicapped. The Gratiot Avenue route has been one of SMART's busiest for many years.

The agency provides 11 million rides annually, with 234 fixed-route buses operating on major roads seven days a week and small-bus "Connector" service offering curb-to-curb service for the elderly.

Hertel will make a similar sales pitch, seeking approval to put the issue on the ballot before an April 29 deadline, to the Oakland County Board of Commissioners on Monday. In recent years, the bus system has cut its administrative expenses by \$11 million, raised bus ticket fares, reduced routes and put a heavy burden on its unionized workforce, laying off 200 employees and negotiating concessions in wages and benefits.

Macomb commissioners last week delayed a decision after hitting Hertel, the former Macomb County board

chairman, with numerous questions and demands for more information and statistics. Commissioner Rob⁵⁵ Mijac, a Sterling Heights Democrat, said he was uncomfortable putting the tax proposal on the August primary ballot when voter turnout runs about 20 percent rather than the November general election ballot when a large contingent of the electorate will come out to vote for governor and U.S. senator.

“The problem I have is that ... a lot of voters will be missing out on this,” Mijac said. “What are we afraid of?”

A Lenox Township Democrat, Hertel acknowledged the last renewal of the current 0.59-mill SMART tax in 2010 was approved by tri-county voters by about a 70-30 percent margin. But the 2014 tax hike, while small in terms of raw dollar amounts – no more than \$2 to \$3 a month for most taxpayers – still represents a 44 percent increase.

In a noticeable moment of candor, Hertel told Mijac that the small turnout in August will favor the status quo. “I want to win, and I can’t take a chance,” said the four-decade veteran of Michigan politics.

Board of Commissioners Chairman Dave Flynn, a Sterling Heights Democrat, said the millage hike stands a good chance after Macomb voters approved small amounts of taxes over the past four years for SMART, the Detroit Institute of Arts, the Detroit Zoo and the Macomb County Veteran’s Services Department.

In the bigger picture, two other key factors could shape the upcoming pro-millage campaign, which will be funded through private donations.

First, the SMART millage ranks 10th among the tax rates levied by the top 10 bus systems in Michigan. Yet, SMART operates a far larger mass transit network than the other nine communities on the list.

In addition, SMART’s do-or-die moment comes just after the state Legislature broke a three-decade political logjam and finally approved a Regional Transportation Authority for southeast Michigan, which will pave the way toward a steady flow of federal dollars.

A top priority for the RTA is to create bus rapid transit, or BRT – a system of buses that are similar to small trains on wheels -- operating in express lanes on Gratiot, M-59, Woodward and Michigan. But the BRT plan and much of the region’s public transportation could collapse if SMART shuts down. The dysfunctional Detroit bus system would serve as the only remainder.

“I can’t think of anything that would be more devastating right now,” Hertel said, “than if this system went down – in terms of southeast Michigan, particularly to the economy, not only that but to our reputation.”

URL: <http://www.macombdaily.com/government-and-politics/20140327/smart-needs-tax-hike-or-buses-stop>

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Nash wants study of options to leasing Detroit's water system

Written by Joanne Maliszewski Staff Writer

Mar. 27

hometownlife.com

Oakland Water Resources

Commissioner Jim Nash of Farmington Hills is anticipating a county commission vote next Tuesday on an estimated \$3 million study of alternatives to using the Detroit Water & Sewerage Department — including a proposal to lease the system to Wayne, Oakland and Macomb counties.

Officials in each county are balking at Detroit emergency manager Kevyn Orr's lease proposal, based on an annual price tag as high as \$50 million just for the lease for 40 years. The system, Nash said, is also in dire need for infrastructure repairs and maintenance.

"This is just not satisfactory," Nash said, referring to the costs. "That's a high value for that system."

County board

A resolution calling for the study has already been presented to the county board's planning and building committee. If no changes are proposed, it could go before county commissioners at their next meeting, Tuesday, April 1.

According to the resolution, "the Board authorizes the retention, in a manner consistent with the Oakland County Purchasing Policies established by the Board of Commissioners, of such technical, financial

, legal and other experts as may be necessary to assist in the examination of alternatives to the continued, monopolistic use of the DWSD (Detroit Water & Sewerage Department)."

The study, if approved by the Oakland County Board of Commissioners, would seek alternatives to leasing the system, including breaking away from Detroit, Nash said.

"It took months and months to get information from them (DWSD)," Nash said, adding that audited reports were requested and finally after five months of requests, county officials were provided unaudited reports.

"They are constantly trying to force us into making a deal," Nash told the Farmington Hills City Council March 24.

For Detroit, a lease to a regional authority — including Oakland, Macomb and Wayne counties — would generate money

to use on other services. Detroit's water system is a nonprofit service and cannot under the current structure legally raise money.

SMART asks Macomb, Wayne, Oakland officials to support millage hike

Mon, Mar 31

detroitnews.com



It's been more than a decade since the region's suburban bus system has asked voters for a tax increase, but SMART

is hoping to win support for a millage hike in the three counties it serves.

SMART officials have made presentations for a property tax increase hike from 0.59 mills to 1 mill to Macomb and Oakland county officials and will soon address the Wayne County Board of Commissioners. The millage — which they hope to get on the August ballot — was last increased in

2002 and would raise an estimated \$28 million per year or \$140 million over five years.

In a presentation to a general government committee of the Oakland County commissioners on Monday, SMART officials said they need the millage increase because their bus fleet is aging and lower property values cost

the system \$48 million in expected revenue since 2008. The millage would also help bring some improvements in service routes.

“SMART would not be able to provide transit services beyond fiscal year 2015 unless a millage increase is proposed and approved in August,” Suburban Mobility Authority for Regional Transportation General Manager John Hertel told the Oakland County committee meeting.

Gerald Poisson, Oakland's chief deputy county executive who also pressed for the tax hike with Hertel, gave a dire warning, too: “We know that in two years we will be in dramatic trouble and perhaps out of the business of actually providing transportation services.”

Oakland commissioners are slated to vote later this month after the committee voted 7-1 Monday to recommend the measure to the full board. After hearing the SMART presentation March 24, Macomb County commissioners expect to get answers to follow-up questions by Thursday and perhaps vote the week of April 14.

Hertel said Monday its millage rate ranks 10th out of the 10 transit agencies in the state but the population in its service area is 1.7 million or 85 percent greater than the service populations of the other nine agencies combined.

SMART officials said they have done everything they can to cut the budget such as reducing administrative costs by more than \$11 million, initiating a fare increase and negotiating \$6 million in savings annually from its unions.

David Flynn, the Macomb County Board of Commissioners chairman, said the need for SMART⁵⁰ is there because its funding levels are well below its counterparts in Lansing, Grand Rapids and Kalamazoo.

“SMART is a vital resource

☑ for hundreds of thousands of residents throughout southwest Michigan who need to get to their jobs, get to their educational institutions and commute throughout the region,” he said. “For every public dollar invested in mass transit, six to eight dollars of private investment then occurs.”

- It's been more than a decade since the region's suburban bus system has asked voters for a tax increase, but SMART is hoping to win support for a millage hike in the three counties it serves.

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MACOMB COUNTY, MOUNT CLEMENS
April 1, 2014

County, Mount Clemens look to partner on City Center project

By Jeremy Selwski
C & G Staff Writer

MACOMB COUNTY — An offer by the city of Mount Clemens that would address Macomb County's parking needs at half the price while also adding a new downtown recreation site has already won widespread support from county officials.

"This is one of the most exciting proposals I've ever seen in my eight years serving on the board," said Dave Flynn, D-Sterling Heights, chair of the Macomb County Board of Commissioners. "It will offer Macomb County greater flexibility when it comes to providing parking, and it will breathe new life into the middle of the city. This project creates a focal point in downtown Mount Clemens while opening up more space near our riverfront."

The idea was presented to the Board of Commissioners by Stephen Saph, chair of the Mount Clemens Downtown Development Authority (DDA) Board of Directors, and David Gassen, a principal at the Mount Clemens-based firm Partners in Architecture, at a special board meeting on March 20.

Under the DDA's concept, Macomb County could potentially save millions of dollars as it tackles its future parking requirements. Rather than spending up to \$25 million to demolish and rebuild the current downtown parking structure, as was recommended in a recent study of existing county facilities, county officials could instead aid in the development of property along the Clinton River while more efficiently utilizing city-owned parking lots.

The \$13 million project calls for the county's 37-year-old, 600-space parking deck to be demolished and a multifaceted recreation site — which would be known as City Center — to be built in its place. At the proposed City Center, there would be a splash park in the summer, an ice rink in the winter, a dog park and an amphitheater.

Mount Clemens Mayor Barb Dempsey called the idea a "win-win" for both the city and Macomb County.

"We don't need to build a new parking structure, so let's take that space and do something similar to Campus Martius (in downtown Detroit): a water park in the summer, concerts — and in the winter, skating," she said. "We have plenty of parking around the city to accommodate the more than 700 county employees, the businesses and the visitors. Let's utilize that space for something that's more needed than a parking structure. To me, it's very exciting."

While freeing up space for the recreation site, the City Center proposal would offer additional parking elsewhere. Under the plan, a new parking deck would be constructed above the lower portion of the parking lot next to the Macomb County Administration Building. This structure would provide 250 additional parking stalls to serve county employees and the public. If needed, an extra layer could be appended to the parking deck in the future, an addition that would provide 225 extra parking spaces. Combined with the 125 existing covered stalls, the lot could hold a total of about 600 vehicles.

County officials believe that there would be even more benefits to the City Center proposal besides saving significant costs, maximizing existing parking space and creating a new public park.

Visitors to the Administration Building would also have easier access to the front entrances, and more water space would be available for public viewing through the demolition of the parking structure.

"I'm really excited that the DDA brought this proposal before the city and the Board (of Commissioners)," said Commissioner Fred Miller, D-Mount Clemens. "This could be a really positive thing for Macomb County, Mount Clemens, downtown businesses and residents. We could avoid paying \$20-\$25 million to build a new parking structure, and we could create some new green space in the middle of the downtown area, which would be a really nice addition to the city."

Discussions about the proposal are ongoing and are expected to continue alongside the development of Macomb County's new five-year capital improvement plan, a process that began in February. Flynn stated that he intends to bring a resolution before the board this month recommending that Macomb County begin working with Mount Clemens to flesh out the City

Center project. He believes that the DDA's thoroughly modern approach has opened some commissioners' eyes.

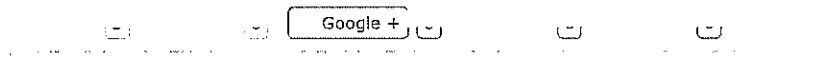
"This is a really progressive way to think about providing parking, rather than saying, 'Let's just build another parking deck because that's what we've always done,'" the board chair stated. "It's only a conceptual proposal at this point, so everything here is subject to negotiation. But everyone on the board considers this to be a very serious proposal, and we hope to continue moving forward on it."

Miller concurred with Flynn's assertion that the concept appears to have across-the-board support from county officials. While many aspects of the plan have yet to be discussed, including how the cost would be divided between the city and county, Miller is hopeful that the two entities will be able to help each other by bringing City Center to life.

"There are still a lot of details that have to be negotiated before we move ahead on anything," he said, "but I'm committed to working through those details and developing a great plan for all parties involved. This could be the start of a really high-profile partnership between Macomb County and the city of Mount Clemens. It seems like the stars are beginning to align."

Staff Writer Julie Snyder contributed to this report.

You can reach C & G Staff Writer Jeremy Selweski at jSelweski@candgnews.com or at (586)218-5004.



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Oakland County seeks alternatives to 'monopolistic use' of Detroit water and sewer

By Brent Snavelly and Joe Guillen Detroit Free Press Staff Writers Filed Under Local News Oakland County
Kevyn Orr Great Lakes Robert Ficano
Apr. 02

freep.com

Oakland County is moving toward earmarking \$3 million to study alternatives to “the continued, monopolistic use” of the Detroit Water and Sewerage Department, marking a twist in the fractious negotiations over the region’s water system

☒

Detroit is seeking to restructure the management of its water and sewer systems

☒ as part of its bankruptcy reorganization plan. However, negotiators for Oakland and Macomb counties are opposed to any plan that forces them to pay higher rates or to pay for debts the city’s department has racked up over the years.

Any attempt to form an independent water system would be enormously expensive, experts said, and could be further complicated by the long-term contracts the suburbs have with the city.

On Tuesday, a planning committee for the Oakland County Board of Commissioners approved a resolution to “promptly conduct a review of responsible alternatives” to the continued use of the Detroit water and sewer system, according to a copy of the resolution on the commissioners’ website.

That resolution is scheduled to be considered by the commission’s Finance Committee today and by the full board April 17, said Bill Mullan, a spokesman for Oakland County.

The county’s move to formally explore alternatives comes one week after Detroit decided to seek bids from private contractors to operate and manage its sprawling system.

Detroit’s Water and Sewerage Department provides water services to 34 Oakland County communities and sewer services to 37 towns or townships. In total, Detroit’s system supplies water to more than 4 million customers throughout the city and in 127 suburban communities, making it one of the largest systems in the nation.

Macomb County officials said they also are interested in exploring alternatives to the Detroit water department, although money

☒ for such an undertaking hasn’t been set aside, said Richard Sulaka Jr., deputy commissioner of Macomb County public works.

“That’s something we have definitely identified,” Sulaka said. “How can we protect

☒ our rate payers the most and give them the best quality of service for the long term?”

The Detroit department’s operating losses have topped \$1.5 billion over the last seven years,

according to Oakland County.

Bill Nowling, spokesman for Detroit emergency manager Kewyn Orr, said: "The counties are free to pursue any alternative they believe is in their best interests."

Oakland County's resolution, if passed by commissioners, would allow the county to hire technical, financial, legal and other experts to evaluate other water and sewer service options. Exactly what alternatives Oakland or other surrounding counties might have, and how much they would cost, was unclear as of late Wednesday. But it would likely be extremely expensive.

Ronald Kaiser, who studies water management at Texas A&M University, said it can easily cost a municipality \$2 million per mile to build new water pipelines.

Detroit decided to solicit offers from private companies after 10 months of negotiations with surrounding counties became deadlocked. The city has asked private contractors to respond by Monday with initial proposals if they are interested in bidding on the operation and management of the city's water and sewer systems and will ask qualified bidders for binding offers by June 1.

Originally, the city asked the counties to form a Great Lakes Water Authority to manage water and sewer services to the city's present customers. That authority, which would include Oakland, Wayne, and Macomb counties, would lease Detroit's water and sewer systems and pay the City of Detroit \$47 million annually.

But discussions became bogged down because the counties believe they are not getting enough financial information from the city to make a decision. Mullan said negotiators from Oakland, Macomb and Wayne counties and Detroit all met again Tuesday in Oakland County, but there was little progress.

Sulaka said negotiations with Orr's office continue to be rocky.

"Unfortunately, the terms have been dictated to us, and there hasn't been much deviation from that," Sulaka said.

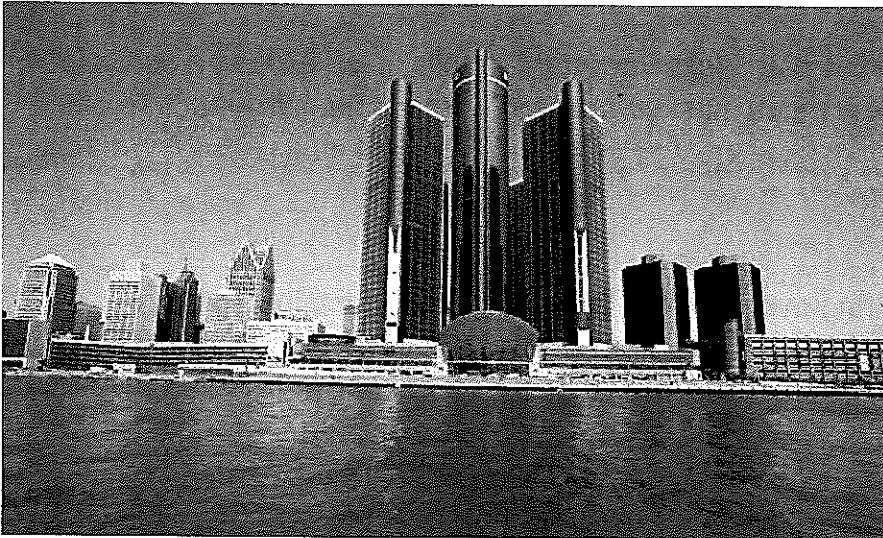
Wayne County Executive Robert Ficano, however, took a different stance. He said county officials involved in the water negotiations should focus on reaching an agreement for a regional authority.

"We can't keep going to brinksmanship all the time on this," Ficano said. "At this point, we've got to try to resolve this and come together as a region."

Oakland, Macomb, creditors file objections to Detroit bankruptcy document

By Nathan Bomey, Brent Snively and Alisa Priddle Detroit Free Press Business Writers Filed Under Local News City of Detroit Kevyn Orr Robert Ficano
Apr. 07

freep.com



Detroit creditors are expected to file a flood of objections to the city's disclosure statement today, setting the stage for a clash with the city at an April 17 hearing over whether the document contains enough information about the city's restructuring plans. / Patricia Beck/DFP

What's next U.S. Bankruptcy Judge Steven Rhodes will hold a hearing April 17 to consider the objections to Detroit's restructuring plan. The adequacy of the city's disclosure statement will be judged on whether it contains enough information to enable a "hypothetical reasonable investor" to make an informed judgment about the debtor's plan. Based on that criteria, Rhodes could:

- Rule that emergency manager Kevyn Orr's plan meets the criteria and allow the city to mail copies of it to 170,000 creditors to begin the

voting process.

- Rule that the plan is partially deficient and say the city must make revisions.

Oakland and Macomb counties filed objections to Detroit's bankruptcy restructuring documents in court Monday, exacerbating regional tension amid a dispute over future control of the city's water department.

Making their first appearance in the case, Oakland and Macomb counties objected to the city's proposals to either create a regional authority or hand over management of the department to a private company.

Separately, several major creditors — including the Detroit's largest employee unions and financial

giants that backed the city's debt — objected to the restructuring documents, setting the stage for a clash in court over the pace of Detroit's restructuring.

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The city's proposed treatment of its water department and the Detroit Institute of Arts were among the most contentious issues, with most major creditors objecting to both.

The city "does not have the unfettered right simply to transfer operations to anyone it chooses under any terms it prefers for its own economic advantage or otherwise," Macomb County said in

its objection.

Detroit emergency manager Kevyn Orr's plan to bring the city out of bankruptcy "unfairly discriminates" among creditors and cannot be legally implemented by U.S. Bankruptcy Judge Steven Rhodes, Oakland County said in a similar document



According to Oakland County, the city's plan lacks important details, such as how much water and sewer rates will increase and how much must be spent to improve the infrastructure of the water and sewer system.

Monday was the deadline to file

objections before an April 17 hearing over whether Orr's document contains enough information about the city's restructuring for creditors to votes on the plan over the next few months. At the hearing, Rhodes will consider arguments about Orr's plan, also called a disclosure statement.

Several creditors, including the civil employee union AFSCME Council 25 and bond insurers Syncora and Assured Guaranty, questioned Detroit's plans for the water and sewer department in their objections Monday.

Orr cannot put his plan to a vote of pensioners and other creditors unless Rhodes says the plan contains enough information to go to a vote. Orr wants the city to emerge from bankruptcy by Oct. 15.

If the city can convince Rhodes that the disclosure statement contains adequate and accurate information about the city's debt-cutting proposal and post-bankruptcy restructuring plans, the city will win the right to send voting packets to creditors.

Water deal was nearly done

The heated legal battle between Detroit and suburban counties over water was nearly resolved in January. Macomb County, for the first time, disclosed in court documents Monday that the counties nearly reached an agreement with Detroit.

According to Macomb, the counties drafted a memorandum of understanding with Detroit to form a regional authority with a base lease payment of \$47 million per year.

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But that agreement fell apart by Feb. 3, when the city filed the first version of its restructuring plan in bankruptcy court. According to Macomb, the agreement reached in January collapsed

because the city did not provide key documents to justify the \$47-million annual lease payment.

Since then, the city has solicited bids from investors and private companies to manage or purchase the Detroit Water and Sewerage Department and said last week it had received notice that as many as 30 companies intended to submit initial offers of interest by the end of the day Monday. The city declined to say how many offers it actually received.

Notably, as of press time, Wayne County had not filed an objection to the city's restructuring plan. Throughout the process, Wayne County Executive Robert Ficano has been more open to agreeing to Detroit's terms than Oakland and Macomb officials.

Possible effect of the cuts

Several major creditors also officially objected to key elements of Detroit's bankruptcy disclosure Monday statement.

Labor unions derided Orr's proposed cuts to pensions and health care, while financial creditors protested the city's attempt to spin off the DIA instead of selling artwork to pay off debt.

AFSCME Council 25 — Detroit's largest employee union — argued that Orr's proposed pension cuts and retiree health care reductions could plunge retirees into poverty.

AFSCME said city workers "may be scraping by on rent, mortgage or insurance

☑ payments now, but may be forced into personal bankruptcy, unable to afford their home or critical drugs or worse, if pensions are cut."

The union's lawyer, Sharon Levine, also suggested in the court filing that Orr's proposed cuts would lead to a "likely increase in crime and decaying social atmosphere."

Orr has proposed cutting monthly pension checks 6% for police and fire retirees and 26% for general retirees if they agree to accept a deal in which the State of Michigan, nonprofit foundations and the DIA would inject \$815 million to reduce cuts and preserve the museum.

■ **Full Coverage:** The latest on Detroit's historic bankruptcy

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Those cuts would increase to 14% and 34%, respectively, if the pensioners reject the deal. Under both scenarios, retirees would lose annual cost-of-living adjustment increases, although they could recover some of their pension cuts after a decade.

Orr has said it's necessary to cut the city's \$18 billion in debt and liabilities to allow the city to reinvest in city services. He wants to invest \$1.5 billion over 10 years on top of the usual city budget to improve public protection and remove blight.

Retirees and other creditors are weighing a fight to nudge the city to sell DIA artwork instead of allowing the museum to transfer to an independent nonprofit outside city control.

In a court filing Monday, a bond insurer called Financial Guaranty Insurance argued that the city has not properly accounted for the value of the DIA.

“Indeed, the value of the vast majority of the artwork housed at the DIA has been ignored,” it said. “How can creditors tell if they are getting a ‘bargain’ without understanding what they may be giving up and at what cost?”

Bond insurer Syncora, which said its request for more information from the city was “effectively dismissed,” said Detroit is either “stonewalling creditors” or displaying a lack of interest.

Orr’s reinvestment plans “resemble more of a wish-list ... than a targeted and calibrated municipal revitalization plan,” Syncora said.

Macomb board to decide this week on putting SMART tax hike before voters

By Christina Hall Detroit Free Press Staff Writer Filed Under Local News

Apr. 14

freep.com

Macomb County commissioners are to decide Thursday whether to put a millage hike for metro Detroit's suburban bus system

on the August primary election ballot after poring through 142 pages of material the transit agency provided in response to board questions.

Officials with the Suburban Mobility

Authority for Regional Transportation (SMART) want Macomb, Oakland and Wayne counties to ask voters for a property tax increase, from the current 0.59 mill to 1 mill. They said that if the bus system doesn't get the increase, it will not be able to keep its aging fleet operating beyond next year.

John Swatosh, SMART's deputy general manager of administration, told a board committee today that transit officials are to meet with the Wayne County Commission as a committee of the whole on Tuesday and at its full board meeting Thursday. He said there have been several meetings

with Oakland County officials, who are to take up the matter April 30.

Officials in all three counties have to decide by May 13 whether to put the measure before voters in order for it to be on the August primary ballot, according to Macomb County officials.

According to ballot language given to Macomb County officials, the renewal and increase would be for 2014-17 and raise about \$24 million in the first year.

SMART leaders have said the money would fund capital needs, such as replacing buses, balancing operating budgets and possibly allowing for some increase in service. SMART serves all three counties, but some communities in Wayne and Oakland counties have opted out of the service.

The board asked SMART for answers to questions ranging from those about ridership trends and bus routes to shelters and salaries to fleet inventory. Some of the information

is geared toward Macomb County.

For example, SMART states the millage increase cost for Macomb households with a property whose taxable value is \$100,000 will be \$41 a year. The average residential taxable value in the county was \$63,237 in 2013, meaning the average homeowner would pay \$25.93 more a year with the millage hike, according to SMART.

SMART said costs rose and revenue shrank for the system that provides 11 million rides

annually, according to its website. The Macomb County board was previously told that the⁶⁹ millage revenue accounts for nearly 40% of the SMART budget.

Commissioner Jim Carabelli — who requested salary information, including for SMART General Manager John Hertel, who makes nearly \$153,000 annually — said he supports the bus service but still struggles with questions.

He said he wants the “real number” out there for the millage, not what political pundits say will pass in all three counties, adding that 1 mill “is a Band-Aid.” Even SMART admits in its documents that the increase is not enough.

“The information helped me realize there’s no plan together aside from spending the 1 mill,” Carabelli said after today’s meeting

☐ . “How will it sustain long term? How will it interact with the Regional Transit Authority if it gets funded?”

He said he would like to see a five- or 10-year plan on how the money will be spent and an outside consultant come in to see how the service could be restructured. The SMART document indicates it is in the process of developing a five-year strategic plan.

Carabelli declined to say how he will vote Thursday, but said: “I’m not warm and fuzzy at this time.”

To see the board’s questions and SMART’s replies, go to <http://boc.macombgov.org> .

Detroit: Bankruptcy water deal with suburbs is dead, unless court orders mediation

By Nathan Bomey, Christina Hall and Bill Laitner Detroit Free Press Staff Writers Filed Under Local News
City of Detroit Kevyn Orr Mark Hackel Robert Ficano
Apr. 14

freep.com

The City of Detroit has ended negotiations with Wayne, Oakland and Macomb counties over the potential spinoff of the city's water department as a regional authority, but the city and counties signaled they haven't ruled out a deal entirely.

After Wayne County last week asked Judge Steven Rhodes to appoint a mediator to resolve the dispute between Detroit and the counties, the city asked Rhodes to reject the request.

Detroit bankruptcy attorneys said in a court filing that they have ended talks with the counties, leaving the possible privatization of the system as the city's main focus.

"The City of Detroit has participated in good faith in negotiations for the past several months with Wayne County, Oakland County and Macomb County regarding the possibility of creating a regional water/sewer authority," the city said in a court filing. "Those negotiations have not proven successful, and the City believes that they have run their course."

The lawyers added: "Nevertheless, if the Court believes that mediation is appropriate, the City will, of course, abide by the Court's order."

Bill Nowling, a spokesman for Detroit emergency manager

☑ Kevyn Orr, said there's still a chance negotiations could be restarted.

"We're not saying 'no' to ... any further negotiations," Nowling said.

The statement follows months of finger-pointing between the municipalities with the counties recoiling at the prospect of endorsing a regional water authority that would pay \$47 million per year for 40 years in lease payments to Detroit. Wayne had signaled a willingness to consider a deal.

Oakland County officials said in a statement that they "disagree" that the city negotiated in good faith, but signaled they would consider a deal if the city provides adequate information about its proposal. The county has started exploring the prospect of investing

☑ in its own water system.

"We remain open to the possibility of a reasonable solution to forming a regional water and sewer authority," said Oakland Chief Deputy County Executive Gerald Poisson and Deputy County Executive Robert Daddow, in a statement. "But any resolution must protect all ratepayers; keep water and sewer revenues in the water and sewer system

☑ to pay for critical upkeep and rehabilitation, and cannot merely be a vehicle to divert funds from water and sewer customers to Detroit's general fund so the city can meet its other obligations."

Under Orr's proposed regional authority, the counties and the city would share governance of the new system, collectively setting water rates and directing investment priorities.

But Orr has recently turned his attention to seeking a potential deal with for-profit water system operators. The city plans to consider bids from private water companies to acquire or lease the Detroit Water and Sewerage Department.

Macomb County Executive Mark Hackel said Detroit negotiations "were trying to get the ratepayers to pay for something that wasn't helping the system."

Under any scenario, metro Detroit water rates are expected to rise in the coming years to fund badly needed infrastructure

☒ improvements. The system is also expected to continue cutting jobs to eliminate bureaucracy.

If Orr gets a private deal done, the transaction could help reduce proposed pension cuts to Detroit retirees and could allow the city to invest more in city services.

Hackel said he would endorse a privatization of the system, but said the Michigan Public Service Commission would need to provide oversight and protect ratepayers.

Wayne County Executive Robert Ficano said Monday he was determined not to let negotiations on the regional authority falter and he doesn't want a profit-driven company

☒ assuming control of the system.

"Mediation has proven its worth in a number of areas of this bankruptcy proceeding — the DIA issue, the pension situation — and my feeling is, it's never too late to put together a good deal for taxpayers and ratepayers," Ficano said. "I'm just saying, let's get back to the table. It's going to be better for the taxpayers as well as for the retirees, who really are the innocent victims of the whole bankruptcy."

In contrast, privatizing the system would likely trigger rapid rate increases, Ficano said.

"A private company's goal is to maximize profits," he said. Privatization would "probably lead to a lot of infrastructure costs being passed on immediately to the ratepayers, and so people would see much higher bills almost immediately," compared with a regional authority of local governments, which would finance improvements over many years and "be easier on the ratepayers," Ficano said.

But not all Oakland County officials were still as open to negotiations.

"I think the (Detroit) water department should be taken away from the city of Detroit by the state, reorganized and given back to the region. That's just how I feel," said Oakland County Commissioner Bob Gosselin, R-Troy, who was appointed in March to chair a study group on the water and sewer system for the board of commissioners.

Oakland County's commissioners are expected to meet Thursday and approve a plan to spend

\$500,000 on a feasibility study to see how the county — possibly in tandem with Macomb County — could set up its own water and sewer system. The resolution would set aside an additional \$2.5 million for extending the study, said Commissioner Jim Runestad, R-White Lake, who proposed the resolution.

Contact Nathan Bomey: 313-223-4743 or nbomey@freepress.com. Follow him on Twitter @NathanBomey.

The Macomb Daily (<http://www.macombdaily.com>)

Macomb County eyes own water-sewer dept.

By Chad Selweski, The Macomb Daily

Thursday, April 17, 2014

Just minutes before a federal bankruptcy judge ordered Detroit and the suburbs to further explore the creation of a regional water department, Macomb County officials on Thursday learned that county Public Works Commissioner Anthony Marrocco is eyeing the prospect of creating a Macomb water and sewer department.

Two studies were launched last week by local engineering firms under contract with Marrocco to determine the feasibility of establishing a county department that would purchase major water and sewer pipes from Detroit and build on existing filtration facilities in Warren, Mount Clemens and New Baltimore.

Under the Detroit bankruptcy process, negotiations between the city and the suburbs collapsed after Macomb and Oakland county officials balked at a 40-year, \$47 million-per-year deal to put Motown's massive system under the control of a suburban authority. Oakland, like Macomb, is studying the pros and cons of making a clean break.

"This is the most opportune time to get a snapshot, to see what Commissioner Marrocco can do to protect the county's rate payers," said Mark Steenbergh, operations manager of the county wastewater division.

Marrocco has tangled with the Detroit Water and Sewerage Department in the past and he recently hired a high-priced New York City attorney to help steer him through the Detroit bankruptcy process as the city attempts to spin off the department as a regional agency.

Marrocco and other suburban officials have complained bitterly that Detroit Emergency Manager Kevyn Orr's legal team has not bargained in good faith and has withheld key pieces of long-term financial information about DWSD.

Meanwhile, Bankruptcy Judge Steven Rhodes granted Wayne County's request Thursday to have the parties sit down with a mediator. Rhodes said the bankruptcy case is a "unique opportunity" to keep negotiating and failure to do so would mean an opening that "will be lost forever."

"I will attend the mediation to continue my commitment to a strong and viable region and to protect the interests of the people of Macomb County," said County Executive Mark Hackel. "Water is an unquestionably important resource for our - or any - region. Rate payers in each county, in each municipality, whether they are residential or commercial, need a reliable and sustainable system that delivers water at a competitive rate. Bankruptcy cannot supersede a basic life source for the region's residents."

The political poker game that plays out as DWSD's fate remains in limbo involves suburban officials who know

that creating a new water and sewer system for their county – or a Macomb/Oakland joint venture – could be extremely expensive.

The Macomb County Board of Commissioners, caught by surprise that Marrocco had proceeded with studies without identifying a funding source to pay for the research, reacted to the news cautiously.

“We need to be honest with the public and say that costs for them will go up, whether we end up with a regional system or our own system,” said Commissioner Fred Miller, a Mount Clemens Democrat.

At the same time, Detroit knows that it could be stuck with a water/sewer infrastructure that is far larger than what’s needed for a city of about 700,000 people with a declining population.

Jason Matteo, Marrocco’s chief engineer, said the future of some DWSD water and sewer plants that serve more than 120 communities and 4 million people across southeast Michigan remains in doubt as the suburbs express a willingness to break apart the sprawling system owned and operated by Detroit for many decades.

“They’re considering mothballing some of those facilities,” Matteo said.

Many options are on the table as the two Macomb studies go forward. Macomb could go it alone or team up with neighboring Oakland – two counties that already share a massive sewer line that was purchased from the DWSD a few years ago. Any city or township could opt out of a county system and stick with Detroit.

Municipalities already own the relatively small water and sewer lines that create an underground grid beneath their neighborhoods and shopping centers. Most communities have their own water service contract with Detroit. Sewer service is largely handled by Marrocco’s office.

But the 30-year leases with DWSD – many that were renewed in recent years – present a sticky legal challenge for the suburbs as they try to avoid breach-of-contract lawsuits.

The two Macomb studies were initiated last week and should be completed by August. But Matteo conceded that, beyond the prickly political considerations involved in weighing the forthcoming options and recommendations, the logistics of accomplishing such an endeavor will require “several phases over several years.”

Yet, the immediacy of the situation, the opportunity, has gripped officials from across the county.

Steenbergh, a former county commissioner and Warren mayor, said the relationship between the suburbs and Detroit is evolving on a daily basis.

“Right now, there is tremendous fluidity at DWSD,” he said. “Everything is a moving target.”

URL: <http://www.macombdaily.com/government-and-politics/20140417/macomb-county-eyes-own-water-sewer-dept>

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Macomb commissioners vote against raises from themselves, county exec

By Christina Hall Detroit Free Press Staff Writer Filed Under Local News Macomb County
Apr. 17

freep.com

Annual salaries for Macomb County commissioners, their board chair and the county executive

☒ will be status quo for the next several years.

Commissioners today voted to keep salaries at \$30,746 for board members and \$66,595 for the board chair for 2015 and 2016, and \$139,773 for the county executive for the next four years, starting in 2015. The board chair and executive are full-time positions.

Commissioners had to approve compensation ordinances for the board and the executive by April 22, the filing deadline for candidates running for those offices this year.

The board was given several options to debate earlier this week, including pay raises to peak 2006 levels for the board and its chair and a tiered system

☒ that would have paid the chair of committees more money.

Commissioner Kathy Vosburg, a former board chairwoman, recommended restoring the board chair pay to the peak level of \$73,790. She and some of her colleagues argued the position was full-time and has more responsibilities.

Commissioner Bob Smith said there are more than 140 positions in the county that make more than the board chair, including the board's legislative director

☒ starting next year.

But several commissioners disagreed, saying no one should get a raise or have pay restored.

The board voted 7-6 not to restore the board chair's salary to the prior level.

After the peak salary years, the board and its chair took 5% pay cuts in 2009 and 2011.

Macomb County interim legal counsel gets job permanently

By Christina Hall Detroit Free Press Staff Writer Filed Under Local News Macomb County

Apr. 17

freep.com

The Macomb County board of Commissioners today confirmed the appointment of John Schapka as corporation

☑ counsel.

Schapka has served as interim chief legal counsel since August. He had been an assistant corporation counsel for a year before the interim appointment. Before coming to Macomb County, he spent 18 years with the city of Detroit Law Department.

A week before Schapka was appointed as interim corporation counsel last summer, commissioners rejected Hackel's appointee for the post, Gabriel Orzame Jr. It was the first time the board failed to confirm a Hackel appointee.

Schapka replaced former interim corporation counsel Ralph (Skip) Maccarone, who filled the position on a part-time basis. The last permanent chief legal counsel for the county was George Brumbaugh, who retired last year after more than two decades in the role.

Schapka, of Harrison Township, also worked nearly nine years with the U.S. Army Judge Advocate General's Corps. He has experience in 251 jury trials in state and federal courts combined, according to his resume.

The Daily Tribune (<http://www.dailytribune.com>)

Macomb County tries to plug \$300 million hole

By Chad Selweski, Chad.selweski@macombdaily.com, [@cbsnewsman](#) on Twitter

Thursday, May 1, 2014

Faced with “staggering” costs over the next several decades, Macomb County officials are eyeing a plan to funnel \$340 million into their employees’ retiree health care program, largely through a massive bond sale.

The Board of Commissioners is finally coming to grips with the fact that the county has for decades promised lifetime health care to its retirees without setting aside the necessary funds to pay for it. In the past, retirees’ spouses were also entitled to unrestricted health care.

But the city of Detroit bankruptcy has awakened officials across Michigan to the financial devastation that can come when pensions and other benefits are promised to workers but sufficient cash is not allocated each year to meet that commitment.

Macomb officials stopped funding their retiree health care system in 2004 when the county began to face tight budgets. On Wednesday, the commissioners were warned the recently revived payments still fall far short.

The long-term financial obligations outlined in negotiated labor union contracts require annual payments that should be \$30 million now and eventually \$35 million by 2023.

But yearly expenditures at that level could devastate basic county services or create quickly growing budget deficits.

To get out of this hole, the commissioners hope to duplicate a complex, highly regarded solution put into place several years ago by neighboring Oakland County. A massive \$557 million bond issue in 2007 laid the groundwork for the end of Oakland’s long-term unfunded liabilities associated with retiree health care.

Oakland County Deputy Executive Robert Daddow told the Macomb board on Wednesday that, by 2013, the “pre-funding” program was so successful that the payment fund had produced a \$150 million surplus, which was reinvested. Now, Oakland officials anticipate they will face no unanticipated retiree health care payments for a few decades and will save \$13 million annually for the next 13 years.

“Excellent job. Well done,” said Macomb County Commissioner Don Brown, a Washington Township Republican, at a meeting of the board’s Audit Committee. “I hope we can emulate that here.”

Daddow said Macomb’s plan features lower risks and “more cushion” than Oakland’s did, despite a relatively rosy projection that the Macomb fund will earn 7.5 percent in yearly investment earnings.

Overall, the proposed \$340 million fund would initially consist of revenues from a \$270 million bond sale, \$40 million from the county's "rainy day" account, and \$30 million from a revolving fund that deals with delinquent property tax payers.

After a 2012 report concluded that the county faced \$550 million in unfunded retiree health care promises over several decades, the administration of County Executive Mark Hackel pursued a two-tiered approach toward employee benefits at the bargaining table. As a result, the new labor agreements reached with employee unions last year call for the elimination of retiree health care for workers hired on or after Jan. 1, 2016.

That move, said county Finance Director Pete Provenzano, "stops the bleeding." But the county must take advantage of current conditions that allow for a 25-year bond issue with borrowing at low rates that are locked in, and investments at higher rates to build up the fund.

Counties, cities and townships across Michigan face a similar, gaping hole in their retiree health care program. But Macomb County's red ink was made worse by an unusual "70-point plan" for pension benefits, a perk that allowed employees to retire at 50 years old if they had 20 years of service.

That negotiated 50-plus-20 approach -- now diluted for newly hired employees -- meant the county could be providing retiree benefits for three or four decades or more for some former workers. The generous pension plan was "a major -- if not the major -- contributor" to the retiree health care mess, said Provenzano, who took over as finance chief in 2011.

With a bond rating of AA+, the Macomb bond sale is expected to cost \$18 million per year in debt payments. But a state-imposed deadline of Dec. 31 is looming.

The proposed timeline calls for the Board of Commissioners to cast two key votes in favor of the plan by June 19 and July 13. The state Department of Treasury would then have until Sept. 25 to OK the deal. The bond sale, under this timeframe, would take place on Oct. 30.

URL: <http://www.dailytribune.com/general-news/20140501/macomb-county-tries-to-plug-300-million-hole>

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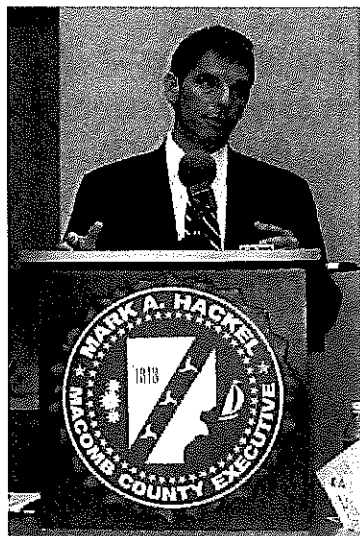
Macomb Co. medical examiner: Heroin deaths 'biggest problem' in 2013

Sun, May 11

detroitnews.com

May 10, 2014 at 1:00 am

Macomb Co. medical examiner: Heroin deaths 'biggest problem' in 2013



Dr. Daniel Spitz says his report offers insights for residents of Macomb County. (Todd McInturf / The Detroit News)

Mount Clemens— Drug-related deaths in Macomb County last year jumped 33 percent, the Macomb County Medical Examiner said Friday in his annual report.

Dr. Daniel Spitz said there were 244 drug-related deaths, up from 184 in 2012 with a 28 percent increase in heroin-related deaths, from 74 in 2012 to 95 last year.

Prescription drug deaths rose 36 percent.

“Drug-related deaths are a major problem in Macomb County, and I think they are a major problem statewide and really nationwide,” Spitz said about the report to be released next week.

“Heroin-related deaths are the biggest problem,” he said. Spitz said of those heroin-related deaths, most were men between the ages of 30-50.

Preliminary data for 2014 found that though mid-March there were 64 drug-related deaths and 28 were heroin-related. He said that puts the county on track for an all-time high.

Spitz said the county had an all-time high number of deaths last year, 8,246. His office conducted 2,122 death investigations, more than in any previous year.

“Not every death is reported to the medical examiner’s office,” he said adding his staff “investigates death that is sudden and unexpected, deaths that occur outside hospitals, deaths of children, any death that may be suspicious.”

Spitz said the report’s findings can be used to track trends. For instance, there were 85 deaths caused by falls, up from 62 a year earlier. “That represents an aging population, it also might help put certain things in place to try to address these issues,” Spitz said. “This is a way to use our data to help the living and decrease death in certain at-risk populations.”

David Flynn, chairman of the board of commissioners, said he’s looking forward to Spitz’s report.

“I hope to hear about the progress toward the department’s NAME accreditation and other items Dr. Spitz and his department have been working on,” Flynn said.

The medical examiner’s office and the board of commissioners have had a strained relationship.

In September, the board subpoenaed Spitz after he refused to appear to answer questions about office operations.

Spitz also works part-time doing autopsies for neighboring St. Clair County.

In April, the office submitted accreditation documents to the National Association of Medical Examiners. A site visit will be scheduled, Spitz said.

- **Free DIA visits by Macomb County surged after millage vote**

A concern that free admission would decrease memberships to the Detroit Institute of Arts — which accounts for about \$6 million in revenue annually — seems to be unfounded in Macomb.

- **Macomb Co. medical examiner: Heroin deaths 'biggest problem' in 2013**

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Free DIA visits by Macomb County surged after millage vote

Sun, May 11

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From left: Gail and Bob Larsen of Macomb County and Gail's father, Bill Russell, of Oakland County, browse the Dutch galleries earlier this year at the Detroit Institute of Arts.

Purchase Image

From left: Gail and Bob Larsen of Macomb County and Gail's father, Bill Russell, of Oakland County, browse the Dutch galleries earlier this year at the Detroit Institute of Arts. (Brandy Baker / The Detroit News)

Mount Clemens— Visits by Macomb County residents to the Detroit Institute of Arts jumped after voters OK'd a millage supporting the museum.

Free general admission was part of the museum's campaign in 2012 to win voter support in Macomb, Oakland and Wayne counties for the 10-year, 0.2-mill tax levy. The

millage generates a combined \$23 million annually from the three counties.

Nearly 60,000 Macomb residents attended the museum last year, the county's Art Institute Authority said in its 2013 report to the Macomb County Board of Commissioners. Nearly 20,000 Macomb residents got free general admission from August to December 2012.

After the millage's passage, the museum created art authorities in all three counties.

Art authority reports in Wayne and Oakland counties for 2013 will be released soon, said Annmarie Erickson, DIA executive vice president and chief operating officer.

Thomas Guastello, chairman of the Oakland County Art Institute Authority, said attendance is up and he expects it to increase.

A concern that free admission would decrease memberships to the museum — which accounts for about \$6 million in revenue annually — seems to be unfounded in Macomb.

Support for museum

"Free admission has been a contributing factor to an increase of Macomb County residents buying memberships at the DIA," Erickson said. "That means that they have come, experienced the museum and they want to support the museum."

In 2012 there were 1,323 member households in Macomb. In 2013, member households increased to 2,281. So far this year that number is 2,368.

"These statistics are contrary to national trends, which indicate that when free general admission

is offered membership levels usually drop since admission is a key benefit of membership,⁸² Erickson said.

A \$65 individual membership offers not only free general admission but also free access to ticketed exhibitions and previews to special exhibitions. Members also receive discounts at the Detroit Film Theatre and the museum cafes and gift shop. Many employers match an employee's contributions, and all or a portion of annual membership dues may be tax deductible.

According to the report, in addition to unlimited general museum admission the museum offers free self-guided field trips with transportation subsidies and expanded senior programming, including transportation subsidies. The museum also offers more teacher enrichment programs and curriculum development with school systems and has widened its community outreach.

More than 9,000 Macomb students took field trips to the museum — a 58 percent increase — from 2011-12 to 2012-13. From August to December 2012 that number was nearly 3,000.

The number of seniors who went to the DIA also increased. More than 2,000 attended in 2013. Between August and December 2012, that number was 195. The authority attributed the increase to the museum launching programs last year such as "Come Wonder Around," that offers free transportation, guided tours and a snack to seniors.

Greater visibility

According to the authority's report, the DIA increased its visibility in Macomb with several programs. Its "Inside|Out" brought framed reproductions of 80 of its famous works to the streets and landmark outdoor spaces in Utica, New Baltimore, Shelby Township, Sterling Heights and Warren.

The museum also sponsored art-making activities at fairs and festivals such as "Art on the Bay" in New Baltimore.

Like for Oakland and Wayne, the museum held a Macomb County Day last month, providing free bus service to the DIA for residents.

While Detroit's bankruptcy dominates the news, the authority is focused on bringing art and county residents together, said Stanley Simek of the Macomb authority.

Bankruptcy "has not been the focus of the art authority," he said. "We have worked very hard in trying to build relationships and making sure that Macomb County residents get all the opportunities that they can."

Gaustello said although the bankruptcy is difficult, it has drawn attention to the museum.

"I travel a lot, and the two most common questions I get from people is about the DIA and Mackinac Island," he said. "Out of the turmoil people have learned that the DIA is a heralded museum. There is silver lining in this cloud

☞ "

Macomb legislators want end to DIA aid

Sun, May 11

detroitnews.com



A bill would prohibit the Detroit Institute of Arts from seeking to renew its tri-county millage.

A bill to bar the Detroit Institute of Arts from renewing the tri-county millage that supports its operations drew outrage Friday from museum supporters, and a vigorous defense from Macomb County legislators backing it.

The bill was sponsored by Rep. Ken Goike, R-Ray Township, as part of the “grand bargain” legislative package to help

☑ pensioners and protect DIA art from a sale in Detroit’s bankruptcy. The current DIA millage lapses in 2022.

Goike said his bill simply reflects that ownership of the DIA will shift from quasi-public to private under the proposed grand bargain. A private nonprofit will be required to hold its collection as a “perpetual charitable

☑ trust” for the benefit of the entire state.

DIA officials declined to comment on the proposed legislation.

“We’re coming up with a big-picture, pretty viable solution,” Goike said of the strings the bill attaches to the \$195 million in state aid to Detroit pensioners. He acknowledged his bill was driven in part by the fact that the DIA millage only narrowly passed in Macomb County, with 50.5 percent, and failed in some communities in the county’s northern areas.

Sen. Jack Brandenburg, R-Harrison Township, a longtime critic of the museum and the city of Detroit’s reluctance to cash in its art, said he’ll support the Goike bill if it makes it to the Senate.

“I don’t think the DIA should have any complaints about that particular legislation because they’re really getting a free pass through all of this,” Brandenburg said. “I don’t think pensioners would have to take any cuts if this was run like a typical, normal bankruptcy. There’s been no liquidation of assets.”

In 2012, voters in Oakland, Wayne and Macomb counties approved a 10-year, 0.2-mill property tax, with the option to renew. The millage currently yields \$23 million a year. The aim was to give the museum breathing room to build up its small endowment so it wouldn’t need public help in the future. In exchange, their residents won free admission.

Macomb County arts advocates were critical of the proposal to cease the millage.

“Speaking as a private citizen, since we haven’t discussed this, I think it’s short-sighted to look⁸⁴ so far ahead and place restrictions on something that’s only just gotten underway,” said Jennifer Callans, a member of the Macomb County Art Institute Authority, the public body created to implement the millage.

“We don’t know what circumstances will be in eight years, and I don’t think renewal is necessarily a slam-dunk anyway,” she said.

At Mount Clemens’ Anton Art Center, executive director Anne Lilla was dismayed by the restriction. “The millage has done such good,” she said. “I’ve talked with so many people who’ve gone to the museum for the first time because of it, or for the first time in 20 years. There’s widespread support for it.”

As expected, free admission boosted attendance from all three counties. DIA officials said Macomb County memberships jumped 45 percent in the year after the millage passed.

In Oakland County, Rep. Vicki Barnett, D-Farmington Hills, said she found the proposed bill mystifying, adding that amenities like the DIA are essential to attracting and keeping talent in Metro Detroit.

“Young people aren’t picking up and moving to Chicago because the tax rate is low,” she said. “They’re going because of the aquarium, because of the lakeshore, because of the public transit.”

The “grand bargain” would funnel \$816 million into city pension funds over 20 years, and in exchange, inoculate the museum’s art from sale. Twelve local and national foundations have committed \$366 million, and the museum itself is required to come up with \$100 million.

The state’s share was pegged at \$350 million, but a lump sum payment of \$195 million written into this week’s package would have the same economic impact and save the state money.

Former Rep. Lynn Jondahl, who chaired the House Taxation Committee for 12 years, said he finds the bill’s restriction on voter liberty offensive, arguing citizens have a right to tax themselves or not as they see fit.

“Why not trust the voters to make that decision?” asked Jondahl, a Democrat. “Trusting the people isn’t a bad thing in a democracy.”

Rep. Ellen Cogen Lipton, D-Huntington Woods, said Goike’s bill seeks to reverse years of regional progress made to stabilize the DIA’s finances at a time when it’s trying to escape the threat of city-owned art being sold to repay Detroit creditors.

“It’s a string that doesn’t seem to have any correlation to moving us closer to this grand bargain,” Lipton said. “A lot of people coalesced around the concept of a tri-county regional destination that all of the counties could market. I think it really is going backwards and not forward.”

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