OAKLAND COUNTY PARKS AND RECREATION COMMISSION

Regular Monthly Meeting Agenda

Parks Commission Room - 2800 Watkins Lake Rd, Waterford, MI 48328

Wednesday, August 6, 2025 @ 2:00 pm

Ebony Bagley, Chair

Call Meeting to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Approval of Minutes - June 4, 2025 Regular Meeting and June 4, 2025 Closed Session

Public Comment

| PRESENTATIONS/RECOGNITIONS: A Staff Introduction: Alan Jaros - Deputy Director B Staff Introduction: Ashlie Smith - Chief of Nature & Outdoor | ACTION Informational | PRESENTER(S) Chris Ward / 858-4944 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------|
| Education C Special Park Districts Forum - Recap and Recognition | Informational Informational | Chris Ward / 858-4944 Jim Dunleavy / 343-6224 |
| COMMUNICATIONS/REPORTS: D FY2025 Monthly Financial Report/Budget Update | ACTION ACTION | PRESENTER(S) Kevin Syoen / 909-8764 |

| REGULAR AGENDA: | <u>ACTION</u> | PRESENTER(S) |
|-------------------------------------------------------------------|-----------------------|---------------------------|
| 1 Addison Oaks Campground - Lagoon Liner Replacement | Approval | Zach Crane / 240-1079 |
| 2 Oakland County Fair Agreement - 3rd Amendment | Approval | Zach Crane / 240-1079 |
| 3 Pontiac Oaks Park Action Plan - Amendment | Approval | Donna Folland / 736-9087 |
| 4 Beaudette Park License Agreement and Consent to Work | Approval | Jim Dunleavy / 343-6224 |
| 5 Partnership Agreement with the Waterford School District | Approval & Fwd to BOC | Chris Ward / 858-4944 |
| 6 2025 Strategic Partnership Grant - City of Rochester | Approval & Fwd to BOC | Chris Ward / 858-4944 |
| 7 Amended Partnership Agreement with the City of Farmington Hills | Approval & Fwd to BOC | Chris Ward / 858-4944 |
| for Heritage Park (Oaks) | | |
| 8 Pontiac Greenways and Park Revitilization Workgroup | Approval | Chris Ward / 858-4944 |
| 9 2025 Strategic Partnership Grant - City of Troy | Approval | Chris Ward / 858-4944 |
| 10 FY 2026 Memorandum of Understanding with Michigan State | Approval | Chris Ward / 858-4944 |
| University Extension | | |
| 11 Mission 26 Strategic & Public Engagement Plan Update | Approval | Chris Ward / 858-4944 |
| 12 OCPRC Public Comment Procedures | Approval | Chris Ward / 858-4944 |
| 13 Continued Support of the 9 Line Task Force Greenway | Approval | Melissa Prowse / 249-2801 |
| Development | | |

<u>UNFINISHED BUSINESS:</u> <u>ACTION</u> PRESENTER(S)

NEW & MISCELLANEOUS BUSINESS:ACTIONPRESENTER(S)14 Director's ReportInformationalChris Ward / 858-494415 Executive Committee UpdateInformationalEbony Bagley / 497-7991

ANNOUNCEMENTS

ADJOURNMENT TO: September 3, 2025 at 2:00 p.m. or to the Call of the Chair

Public Access Information

If you require special accommodations because of a disability, please contact the Parks & Recreation Department at (248) 858-0906, Ext. 9, at least three (3) business days in advance of the meeting.

View Agenda Packets/Minutes Here:

https://www.oakgov.com/community/oakland-county-parks/get-involved/parks-commission

RETURN TO AGENDA

OAKLAND COUNTY PARKS AND RECREATION COMMISSION

2800 WATKINS LAKE ROAD, WATERFORD, MICHIGAN 48328 Telephone: (248) 858-0906

J. David VanderVeen Vice Chair Andrea LaFontaine Secretary REGULAR MEETING Ebony Bagley, Chair Lola Banks
Ann Erickson Gault
Christine Long
Jim Nash
Yolanda Smith Charles
Shanell Weatherspoon

June 4, 2025

Chair Bagley called the meeting of the Oakland County Parks and Recreation Commission to order at 2:07 p.m. in the Parks Commission Room. She announced that as of May 31, 2025, Nancy Quarles had resigned from the Road Commission for Oakland County (RCOC), and since she was filling a statutory seat for the RCOC, she is no longer a member of the Oakland County Parks and Recreation Commission. Chair Bagley expressed her appreciation for former Commissioner Quarles.

Chair Bagley acknowledged that there was not a quorum of the Commission present at this time and that she would only proceed with non-action items until a quorum was obtained.

COMMISSION MEMBERS PRESENT:

Ebony Bagley, J. David VanderVeen, Lola Banks, Ann Erickson Gault, Christine Long, Yolanda Smith Charles, Shanell Weatherspoon

COMMISSION MEMBERS ABSENT WITH NOTICE:

Andrea LaFontaine, Jim Nash

OTHERS PRESENT:

PARKS AND RECREATION Chris Ward, Director

Jim Dunleavy, Manager - Operations

Melissa Prowse, Manager - Planning & Development

Aaron Stepp, Manager - Internal Services

Sarah Cook-Maylen, Chief – Env. Sustainability & Planning Donna Folland, Chief – Planning & Resource Development Tom Hughes, Chief – Park Operations & Maint. – North District Erik Koppin, Chief – Park Operations & Maint. – South District

Bill Singleton, Chief – Business Operations

Brandy Sotke-Boyd, Chief - Recreation, Programs & Services

Desiree Stanfield, Chief - Marketing & Communications

Darryn Horvath, Project Manager Engineer

Zach Zuchowicz, DEI & Community Engagement Coordinator Stephanie Mackey, Supervisor – Organizational & Employee Dev.

Jon Noyes, Principal Planner

Sandy Dorey, Recreation Program Supervisor

Liz Caltagirone, Parks Data Analyst

Jami Monte, Staff Assistant

Anna Forshey, Recreation Program Coordinator+

Kevin Syoen, P&R Fiscal Coordinator
Julie Lyons Bricker, Sustainability Manager

Chris Freiburger, Manager – Sea Lamprey Control Infrastructure

Cliff Warner
Jackie Ball
Jessica Herrera
Triet Nguyen
Ken Gruber

PUBLIC

MYCOTOO

FISCAL SERVICES

OFFICE OF SUSTAINABILITY

GREAT LAKES FISHERY COMMISSION

June 4, 2025 Page 2

PRESENTATIONS/RECOGNITIONS

B. Environmental Sustainability Update

Ms. Cook-Maylen and Ms. Lyons Bricker provided an environmental sustainability update.

At 2:26 p.m., Chair Bagley requested a roll call of members and a quorum was established.

APPROVAL OF AGENDA

Smith Charles moved to approve the agenda, as presented. Seconded by Weatherspoon.

Motion carried unanimously on a voice vote with Long absent.

APPROVAL OF MINUTES

VanderVeen moved to approve the May 7, 2025 Regular meeting minutes and the May 7, 2025 Closed Session minutes, as presented. Seconded by Weatherspoon.

Motion carried unanimously on a voice vote with Long absent.

PUBLIC COMMENT

Eric Jickling and Jennifer Shelden submitted written comments regarding the Orion Oaks Dog Park.

Ms. Prowse commented that no official plans have been made for the dog park at this time and some of the information that the public has is not accurate. There are very early conceptual plans being looked into and discussed internally, and there will be public engagement before determinations are made and brought to this Commission for approval.

Mr. Gruber provided comments regarding his interest in selling property to Oakland County Parks.

PRESENTATIONS/RECOGNITIONS

A. Four Season Strategy Recommendations

Director Ward introduced the MyCotoo team. Mr. Warner and Ms. Ball provided an overview of the four season strategy recommendations.

C. Communications and Marketing 2024 Review

Ms. Stanfield reviewed the 2024 Communications and Marketing efforts.

D. Adaptive and Wellness Review

Ms. Dorey provided a review of the adaptive and wellness programs.

COMMUNICATIONS/REPORTS

E. FY2025 Monthly Financial Report

Mr. Syoen provided an overview of the FY2025 monthly financial report.

F. Community Grant Projects Update

Ms. Folland provided an update on the Community Grant projects.

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G. Healthy Communities Projects Update

Ms. Folland provided an update on the Healthy Communities projects.

REGULAR AGENDA ITEMS

1. Water Safety and Swim Lesson Partnership

Long moved to approve the attached 2025 Collaborative Partnership Memorandum of Understanding (MOU) between the Huron-Clinton Metropolitan Authority (HCMA) and Oakland County Parks and Recreation Commission for the Water Safety and Swim Lesson Partnership as outlined in the agreement; to request the Board of Commissioners to authorize the approval of the 2025 Collaborative Partnership Memorandum of Understanding; and to accept a donation of up to \$12,906 from the Huron-Clinton Metropolitan Authority to offset program costs, with the total donation being reflected in a subsequent budget amendment once the final donation amount is determined. Seconded by VanderVeen.

Motion carried unanimously on a roll call vote.

2. Purchase Agreement for 649, 675 and 677 W. Walton Blvd. at Pontiac Oaks

Smith Charles moved to approve the Purchase Agreement for 649, 675 and 677 W. Walton Boulevard, Pontiac, MI 48340 to add these parcels to Pontiac Oaks County Park, and forward the Purchase Agreement to the Oakland County Board of Commissioners for approval and execution. Seconded by VanderVeen.

Motion carried unanimously on a roll call vote.

3. Recognizing July 2025 as Park and Recreation Month

Weatherspoon moved to adopt the proposed resolution in support of proclaiming July 2025 as Park and Recreation Month. Seconded by Long.

Motion carried unanimously on a roll call vote.

4. Creation of Deputy Director Position

Erickson Gault moved to authorize the Director to proceed with the development of an appointed Deputy Director of Parks and Recreation job classification in consultation with the Huma Resources Department and to request approval of the Board of Commissioners to create the position. Seconded by Smith Charles.

Motion carried unanimously on a roll call vote.

UNFINISHED BUSINESS

None.

NEW & MISCELLANEOUS BUSINESS

5. Director & Mission 26 Status Report

Director Ward provided an overview of his report.

6. Executive Committee Update

Chair Bagley reminded the Commission about the Art, Fish, Fun event at Beaudette Park on June 7th

June 4, 2025 Page 4

from 11:30 a.m. to 4:00 p.m.

CLOSED SESSION

7. Pursuant to MCL 15.268(d) - Discussion to consider the purchase or lease of real property

Erickson Gault moved that the Oakland County Parks and Recreation Commission enter into Closed Session for the purposes of discussion to consider the purchase or lease of real property. Seconded by Weatherspoon.

Motion carried unanimously on a roll call vote.

The Commission went into Closed Session at 3:51 p.m.

The Commission reconvened in Open Session at 4:25 p.m.

Erickson Gault moved to direct staff to proceed as discussed in Closed Session. Seconded by Smith Charles.

Motion carried unanimously on a roll call vote.

ANNOUNCEMENTS/ADJOURNMENT

Chair Bagley announced that the next meeting will be held at the Springfield Oaks Event Center and noted the special invitation for Commissioners to attend the Oakland County Fair.

At 4:27 p.m., there being no further business to come before the Commission, the meeting was adjourned to July 16, 2025, or to the Call of the Chair.

| Andrea LaFontaine, OCPRC Secretary | Jami Monte, Recording Secretary |
|------------------------------------|---------------------------------|

NOTE: The foregoing minutes are subject to Commission approval.

RETURN TO AGENDA

Parks and Recreation

| | Fund Balance | As of 9/ | 30/2024 | Current 7/ | 17/2025 |
|-------------------------|---------------------------------|-----------------------------------------------|--------------------|----------------------|------------|
| | Tana Balance | nd Balance As of 9/30/2024 \$31,918,234.31 | | \$57,125,084.81 | |
| | Summary of Parks and Recreation | | | | |
| FY 2025 YTD | Adopted | Amended | Actual | Favorability/UNF | Percentage |
| Revenue | \$40,794,204.00 | \$42,023,604.00 | \$61,571,656.34 | \$19,548,052.34 | 146.52% |
| Expenses | \$40,794,204.00 | \$42,023,604.00 | \$29,752,015.46 | \$12,271,588.54 | 70.80% |
| | | | | | |
| | Sumr | nary of Golf Progr | rams | | |
| FY 2025 YTD | Adopted | Amended | Actual | Favorability/UNF | Percentage |
| Revenue | \$6,038,080.00 | \$6,038,080.00 | \$4,812,924.98 | \$1,225,155.02 | 79.71% |
| Expenses | \$6,425,949.00 | \$6,425,949.00 | \$4,944,610.75 | \$1,481,338.25 | 76.95% |
| | Summar | n, of Wetomonk Du | | | |
| | | y of Waterpark Pr | | | |
| FY 2025 YTD | Adopted | Amended | Actual | Favorability/UNF | Percentage |
| Revenue | \$1,881,414.00 | \$1,881,414.00 | \$928,694.49 | \$952,719.51 | 49.36% |
| Expenses | \$2,827,192.00 | \$2,827,192.00 | \$1,154,226.43 | \$1,672,965.57 | 40.83% |
| · `` | Waterford Oaks Waterp | | | cası. | |
| | Summary | of Campground P | Programs | | |
| FY 2025 YTD | Adopted | Amended | Actual | Favorability/UNF | Percentage |
| Revenue | \$2,372,877.00 | \$2,372,877.00 | \$1,741,763.25 | \$631,113.75 | 73.40% |
| Expenses | \$3,872,472.00 | \$3,872,472.00 | \$2,317,199.11 | \$1,555,272.89 | 59.84% |
| | Summar | y of ORV Park Ope | erations | | |
| FY 2025 YTD | Adopted | Amended | Actual | Favorability/UNF | Percentage |
| Revenue | \$350,000.00 | \$605,200.00 | \$212,782.24 | \$392,417.76 | 35.16% |
| Expenses | \$431,965.00 | \$431,965.00 | \$247,437.92 | \$184,527.08 | 57.28% |
| | 0 | f O | -4 Due susses | | |
| EV 2000 2001 VED | | f Community Gran | | (5) | |
| FY 2022 - 2025 YTD | Awarded | Amount Paid Out | Al | mount Remaining | |
| Expenses | \$2,470,216.00 | \$1,499,638.18 | | \$970,577.82 | |
| | lr | vestment Income | | | |
| FY 2024 | The County strategy | y is to invest in longe | r term Agencies an | d Treasuries, Before | e the |
| \$1,660,719.72 | | in short term rates th | | | |
| ψ 1,000,1 10.1 2 | - | nd High Yeild Saving | | | |
| FY 2025 YTD | | | | | |
| \$1,478,235.62 | | | | | |
| ÷ -, •, | | | | | |

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 1

Department: Development & Engineering

From: Zach Crane, Supervisor Parks Development & Engineering Subject: Addison Oaks Campground – Lagoon Liner Replacement

INTRODUCTION AND HISTORY

1. Summary

Addison Oaks County Park currently utilizes three (3) lagoons for wastewater treatment. Each lagoon consists of a 6-inch sand base and 40-mil liner. Each existing liner has been in place for over 20 years and reaching their end of useful life. As part of the EGLE permit, it is mandatory for Addison Oaks County Park to meet 1999 Rule 323.2237 Part 22. The current liners do not meet this rule and subsequently require that either monitoring wells are installed to observe current liners or new liners are installed that meet all permit requirements. Since the existing liners are reaching the end of useful life, it was determined and recommended to proceed with liner replacement. The current permit requires us to be compliant by July 1st, 2028

A letter of intent was sent to EGLE in July 2023, stating Oakland County Parks in conjunction with Oakland County Water Resource Commissioners Office (OCWRC) intends to replace all lagoon liners at Addison Oaks County Park over the next approximately four (4) years in accordance with Rule 323.2237.

The lagoon system is operated, repaired and maintained through a Memorandum of Understanding (MOU) agreement between Oakland County Parks and Recreation Commission (OCPRC) and the Oakland County Water Resource Commissioners Office. (OCWRC) This project includes a second amendment to this agreement for OCWRC to execute this project on behalf of OCPRC. See attachment A.

2. Scope

- a. Remove and replace the existing three (3) wastewater treatment lagoons.
 - i. Excavate the existing lagoon liners to allow for new liners to be installed.
 - ii. Install the replacement liners with cross sections that shall consist of a 60-millimeter geomembrane outer liner and two (2) feet of clay below the geomembrane.
- b. Remove and replace existing sanitary distribution structure, lagoon piping, valves and associated lagoon system structures.
- c. Relocate the existing electrical control equipment.

3. Construction Timeline:

- i. The project will be completed in three phases over three years. Two lagoons to always remain in operation so that park operations will be undisturbed.
 - a. Phase I, East Treatment Lagoon
 - i. Start September 2025 Substantial completion May 2026
 - b. Phase II, West Treatment Lagoon
 - i. Start September 21, 2026 Substantial completion May 2027

- c. Phase III, Storage Lagoon
 - i. Start September 20, 2027 Final Completion May 2028

4. Project Budget

| Construction | |
|--------------------------------|------------------|
| Project Construction Contract: | _ |
| Phase One | <u>\$718,267</u> |
| Phase Two | <u>\$547,467</u> |
| Phase Three | <u>\$575,268</u> |
| Sub-total: | \$1,841,002 |
| Construction Contingency (10%) | <u>\$184,100</u> |
| Total Project Cost: | \$2,025,102 |

Funding Information:

* FY26 Capital Improvement Program (CIP) plan project budget of \$2,090,000

ATTACHMENTS

- 1. Attachment A OCWRC/OCPRC Project Agreement Amendment
- 2. Attachment B Project Site Plan/Aerial Map

STAFF RECOMMENDATION

Staff recommends approval of project expenditure Not to exceed \$2,421,306 for the Addison Oaks Lagoon Liner Replacement Project.

Staff Recommends approval/signature of the attached second amendment to Memorandum of Understanding between The Oakland County Water Resource Commissioner and the Oakland County Parks and Recreation Commission for the ability for OCWRC to execute the Addison Oaks Lagoon Liner Replacement Project.

MOTION

Move to approve expenditure not to exceed \$2,444,404 for the Addison Oaks Lagoon Liner Replacement Project, and to approve/sign attached second amendment to Memorandum of Understanding between The Oakland County Water Resource Commissioner and the Oakland County Parks and Recreation Commission for the ability for OCWRC to execute the Addison Oaks Lagoon Liner Replacement Project.

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER AND OAKLAND COUNTY BY AND THROUGH THE OAKLAND COUNTY PARKS AND RECREATION COMMISSION

This Second Amendment to the Memorandum of Understanding ("Second Amendment") is entered into by and between the Oakland County Water Resources Commissioner ("WRC") and the County of Oakland, by and through its statutory agent the Oakland County Parks and Recreation Commission ("Commission").

RECITALS

- A. The WRC and the Commission entered into a Memorandum of Understanding dated December 4, 2019 (the "MOU") in accordance with which the parties agreed that the WRC's office shall operate, repair and maintain water and wastewater treatment systems ("treatment systems") at the County Parks identified in Exhibits A, B, C, and D to the MOU, which were incorporated into the MOU by reference.
- B. The WRC and the Commission amended the MOU on September 22, 2022 ("First Amendment") to (i) identify an additional County Park where WRC would provide services to the treatment systems located at such park as set forth in Exhibit E; and (ii) clarify the reimbursement processes for actual costs incurred by the WRC for services rendered under the MOU and First Amendment.
- C. The WRC and the Commission desire to amend the MOU to identify additional work at Addison Oaks County Park that WRC will perform at the lagoons located at such park as set forth in Exhibit F.

The WRC and the Commission hereby agree to amend the MOU as follows:

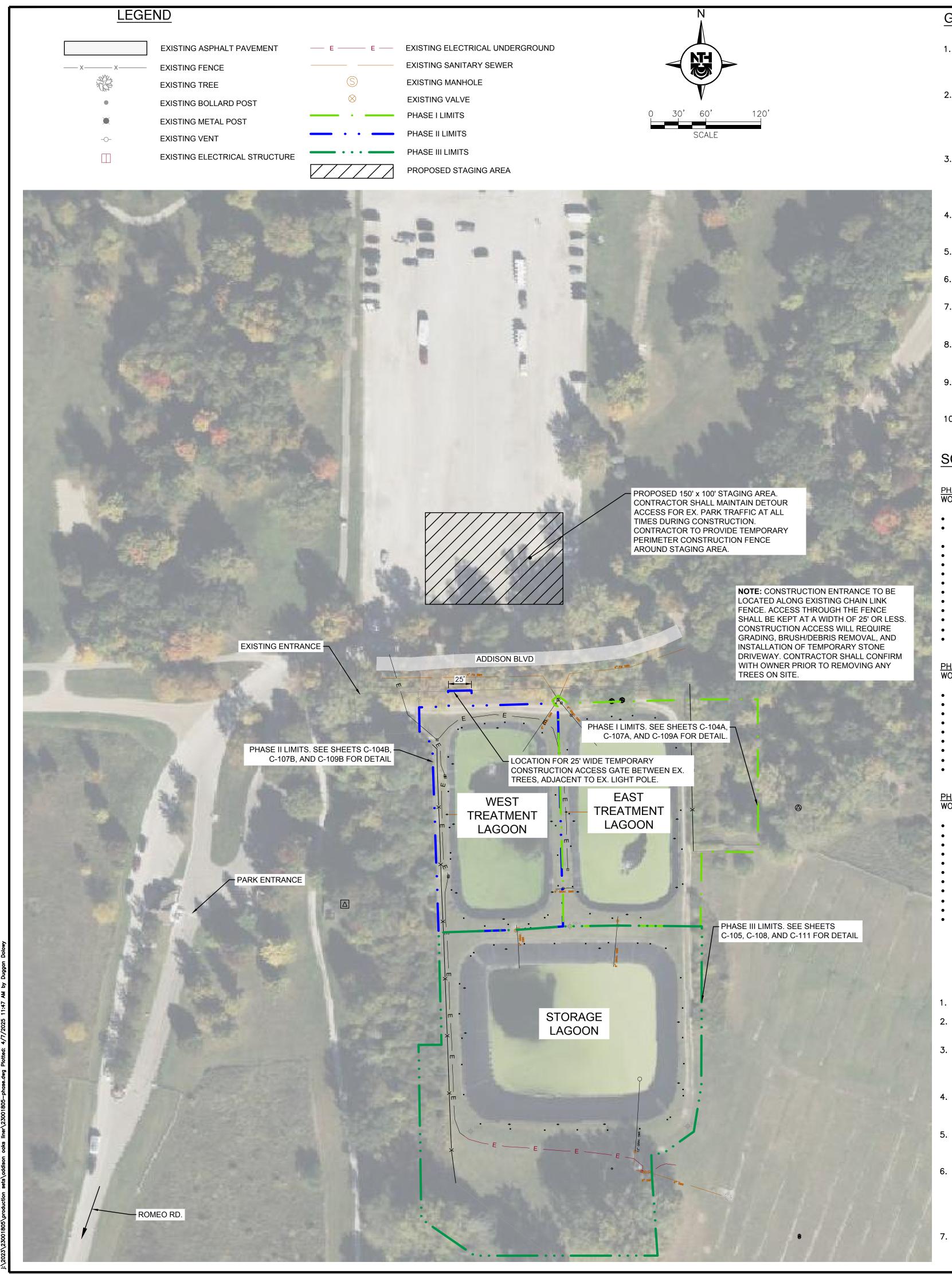
- 1. The introductory paragraph and Section §2.1 of the MOU are each hereby amended to include the reference to "Exhibit F" and Exhibit F attached to this Second Amendment is hereby incorporated in the terms of the MOU.
- 2. Except as set forth in this Second Amendment, the terms of the MOU and the First Amendment shall remain the same and continue in full force and effect.
- 3. This Second Amendment, the First Amendment, and the MOU comprise the entire agreement and understanding between the Parties regarding the treatment systems.

"Commission" "WRC" OAKLAND COUNTY BY AND OAKLAND COUNTY WATER THROUGH ITS STATUTORY AGENT, OAKLAND COUNTY PARKS AND RECREATION COMMISSION Ebony Bagley Chairperson Jim Nash Water Resources Commissioner

EXHIBIT F

The WRC shall perform the following operation for the Addison Oaks County Park on behalf of the Commission.

- 1. Remove and replace the existing wastewater treatment lagoons located at Addison Oaks County Park.
- 2. Excavate the existing lagoon liners to allow for new liners to be installed.
- 3. Install the replacement liners with cross sections that shall consist of a 60-millimeter geomembrane outer liner and two (2) feet of clay below the geomembrane.
- 4. Dispose of the excavated materials onsite.
- 5. Relocate the existing electrical control equipment as shown on the attached drawings.
- 6. Replace the existing piping valves and associated structures.
- 7. Perform bypass pumping from the east lagoon to the existing pump station as necessary during the reconstruction of the storage lagoon.
- 8. Phase the work over a period of three (3) years.



GENERAL NOTES

- TOPOGRAPHIC SURVEY WAS PERFORMED BY KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES ON DECEMBER 08, 2023 AND UPDATED ON JANUARY 31, 2024. ADDITIONAL SITE FEATURES ADDED PER HISTORICAL DRAWINGS AVAILABLE FROM OCWRC AND OCP.
- 2. LOCATION OF UTILITIES OR OTHER STRUCTURES SHOWN ON PLANS ARE TAKEN FROM SURVEY OF RECORD AND HISTORICAL DRAWINGS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR VARIATIONS. THE CONTRACTOR SHALL CONTACT MISS DIG A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF WORK AND SHALL VERIFY ALL UNDERGROUND UTILITIES ON-SITE, PRIOR TO CONSTRUCTION.
- 3. THE CONTRACTOR SHALL PROVIDE NECESSARY TRAFFIC CONTROL AND SIGNAGE TO MAINTAIN ACCESS TO AND WITHIN PROPERTY THROUGHOUT CONSTRUCTION IN ACCORDANCE WITH LOCAL, COUNTY AND STATE REQUIREMENTS OR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL PROVIDE APPROPRIATE BARRICADES AROUND WORK AREAS FOR PEDESTRIAN AND VEHICULAR SAFETY.
- 4. ANY DAMAGE TO SITE FEATURES THAT OCCURS AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY CONSTRUCTION STAKING AND GRADE AND ALIGNMENT CONTROLS.
- 6. ALL EXISTING SIGNAGE SHALL BE PROTECTED UNLESS OTHERWISE INDICATED ON
- 7. ALL AREAS OF EARTH DISTURBANCE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE SEEDED AND MULCHED WITH 4" OF TOPSOIL AND MDOT CLASS A SEED WHERE FINAL EARTH STABILIZATION MEASURES ARE NOT SPECIFICALLY DESIGNATED.
- 8. COORDINATE SITE OPERATIONS DURING CONSTRUCTION WITH OCWRC TO ENSURE CONTINUED OPERATION OF OTHER LAGOONS AND PROPER ROUTING OF SEWAGE/OPERATIONS.
- 9. DEWATERING AND SLUDGE REMOVAL IN EXISTING LAGOONS TO BE DONE BY CONTRACTOR. CONTRACTOR TO ESTIMATE QUANTITY OF SLUDGE AND REPORT TO OCWRC PRIOR TO REMOVAL
- 10. CONSTRUCTION TRAFFIC TO BE MINIMIZED AND NO DELIVERIES TO OCCUR AFTER 12PM ON FRIDAYS FROM SEPTEMBER 15 THROUGH NOVEMBER 1.

SCOPE AND SEQUENCING

PHASE I CONSISTS OF WORK SURROUNDING THE EAST TREATMENT LAGOON. WORK INCLUDES, BUT IS NOT LIMITED TO:

- FINAL LAGOON DEWATERING AND SLUDGE REMOVAL/DISPOSAL REMOVAL AND REPLACEMENT OF EXISTING SANITARY STRUCTURES AND
- REMOVAL OF EXISTING UNDER-LINER SUMPS, PUMPS, PIPES AND VENTS.
- ALL ELECTRICAL WORK AS SHOWN ON ELECTRICAL DRAWINGS. REPLACEMENT OF SANITARY DIVERSION STRUCTURE AND ASSOCIATED PIPING
- REMOVAL AND DISPOSAL OF EXISTING POND LINER
- GENERAL GRADING UNDERGROUND ELECTRICAL INSTALLATION
- REPLACEMENT OF 190 FT OF EXISTING CHAIN LINK FENCE 2,100 CU YD OF COMPACTED CLAY LINER
- 3,700 SQ YD OF GEOMEMBRANE LINER
- 9.000 SQ FT OF GRASS RESTORATION (APPROX.)
- 4,000 SQ FT OF GRAVEL ACCESS DRIVEWAY

PHASE II CONSISTS OF WORK SURROUNDING THE WEST TREATMENT LAGOON. WORK INCLUDES, BUT IS NOT LIMITED TO:

- FINAL LAGOON DEWATERING AND SLUDGE REMOVAL/DISPOSAL REMOVAL OF EXISTING UNDER-LINER SUMPS, PUMPS, PIPES AND VENTS
- REMOVAL AND DISPOSAL OF EXISTING POND LINER GENERAL GRADING
- REPLACEMENT OF 220 FT OF EXISTING CHAIN LINK FENCE
- 2.000 CU YD OF COMPACTED CLAY LINER
- 3,600 SQ YD OF GEOMEMBRANE LINER
- 7,000 SQ FT OF GRASS RESTORATION (APPROX.) 4,000 SQ FT OF GRAVEL ACCESS DRIVEWAY
- PHASE III CONSISTS OF WORK SURROUNDING THE SOUTH STORAGE LAGOON.

WORKS INCLUDES, BUT IS NOT LIMITED TO:

- FINAL LAGOON DEWATERING AND SLUDGE REMOVAL/DISPOSAL
- REPLACING EXISTING SANITARY PIPING WITH 6" HDPE INSTALLATION OF NEW POND OUTLET STRUCTURE
- REMOVAL AND DISPOSAL OF EXISTING POND LINER GENERAL GRADING
- REPLACEMENT OF 270 FT OF EXISTING CHAIN LINK FENCE
- 3,700 CU YD SQ FT OF COMPACTED CLAY LINER
- 6,600 SQ YD OF GEOMEMBRANE LINER
- 16,000 SQ FT OF GRASS RESTORATION (APPROX.) 7,000 SQ FT OF GRAVEL ACCESS DRIVEWAY
- 150-200 GPM BYPASS PUMPING DESIGNED AND SUPPLIED BY CONTRACTOR FROM MAY 1 TO NOVEMBER 15 OPERATED BY OCWRC

SEQUENCE OF CONSTRUCTION

1. INSTALL SILT FENCE. ESTIMATED DATE: 9/15/2025

(PHASE I)

- 2. DEMOLISH AND GRUB THE SITE PER THE PLANS. ESTIMATED DATE: 10/2025
- 3. CONSTRUCT SITE FEATURES PER THE PLANS INCLUDING GRADING, LAGOON LINER, AND ALL ELECTRICAL WORK AS INDICATED ON ELECTRICAL DRAWINGS. ESTIMATED DATE: 10/2025 - 4/2026
- STABILIZE DISTURBED AREAS AS NOTED ON THE PLANS WITHIN 5 DAYS OF FINAL GRADING. ESTIMATED DATE: 4/2026
- RESTORE ALL OFF-SITE AREAS TO PRE-CONSTRUCTION CONDITION FOLLOWING SITE CONSTRUCTION.
- CLEAN PAVEMENT AND SEWERS AS NECESSARY (SCRAPE DAILY, SWEEP MIN. 1 PER WEEK). A CERTIFIED STORM WATER OPERATOR SHALL INSPECT ALL SESC MEASURES ON A WEEKLY BASIS AND AFTER SIGNIFICANT RAIN EVENTS TO ENSURE THE SESC MEASURES ARE ADEQUATE.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION 7 CONTROLS FOLLOWING SITE CONSTRUCTION, FINAL STABILIZATION OF WORK, AND FINAL INSPECTION. ESTIMATED DATE: 5/15/2026

SEQUENCE OF CONSTRUCTION (PHASE II)

- 1. INSTALL SILT FENCE. ESTIMATED DATE: 9/21/2026
- 2. DEMOLISH AND GRUB THE SITE PER THE PLANS. ESTIMATED DATE: 10/2026
- 3. CONSTRUCT SITE FEATURES PER THE PLANS INCLUDING GRADING AND LAGOON LINER. ESTIMATED DATE: 10/2026 - 4/2027
- 4. STABILIZE DISTURBED AREAS AS NOTED ON THE PLANS WITHIN 5 DAYS OF FINAL GRADING. ESTIMATED DATE: 4/2027
- 5. RESTORE ALL OFF-SITE AREAS TO PRE-CONSTRUCTION CONDITION FOLLOWING SITE CONSTRUCTION.
- 6. CLEAN PAVEMENT AND SEWERS AS NECESSARY (SCRAPE DAILY, SWEEP MIN. 1 PER WEEK). A CERTIFIED STORM WATER OPERATOR SHALL INSPECT ALL SESC MEASURES ON A WEEKLY BASIS AND AFTER SIGNIFICANT RAIN EVENTS TO ENSURE THE SESC MEASURES ARE ADEQUATE.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS FOLLOWING SITE CONSTRUCTION, FINAL STABILIZATION OF WORK, AND FINAL INSPECTION. ESTIMATED DATE: 5/21/2027

PHASE I STRUCTURE/PIPING REMOVAL NOTES:

REMOVE DISTRIBUTION STRUCTURE, FORCEMAIN PIPING INTO DISTRIBUTION STRUCTURE, PIPING AND VALVE TO EAST LAGOON.

REMOVE PIPING FROM DISTRIBUTION STRUCTURE UP TO AND INCLUDING THE VALVE OF THE WEST LAGOON. THE PIPING DOWNSTREAM OF THE VALVE IS TO REMAIN AND BE PROTECTED.

TRANSFER PIPING BETWEEN EAST AND WEST LAGOON IS TO BE REMOVED UP TO VALVE. THE VALVE AND PIPING FROM VALVE TO THE WEST LAGOON IS TO REMAIN AND BE PROTECTED.

REMOVE PIPING BETWEEN EAST TREATMENT LAGOON AND STORAGE LAGOON UP TO STRUCTURE.

PHASE II STRUCTURE/PIPING REMOVAL NOTES:

REMOVE WEST LAGOON INLET PIPING DOWNSTREAM OF VALVE.

REMOVE TRANSFER PIPING FROM WEST LAGOON INLET UP TO AND INCLUDING THE VALVE BETWEEN THE EAST AND WEST LAGOON. PIPING BETWEEN THE VALVE AND THE EAST LAGOON IS TO REMAIN AND BE PROTECTED.

REMOVE PIPING BETWEEN WEST TREATMENT LAGOON AND STORAGE LAGOON UP TO STRUCTURE.

PHASE III STRUCTURE/PIPING REMOVAL NOTES:

REMOVE TWO STRUCTURES BETWEEN THE STORAGE LAGOON AND THE EAST AND WEST TREATMENT LAGOONS

REMOVE PIPING BETWEEN BOTH EAST AND WEST LAGOON DOWNSTREAM

OF STRUCTURES. REMOVE OUTLET STRUCTURE AND OUTLET PIPING FROM STORAGE LAGOON

UP TO EXISTING VALVE BETWEEN STORAGE LAGOON AND PUMP STATION.

CONTRACTOR TO PROVIDE 150-200 GPM BYPASS PUMP FROM MAY 1 TO NOVEMBER 15 OPERATED BY OCWRC

PHASE I STRUCTURE/PIPING INSTALLATION NOTES:

INSTALL DISTRIBUTION STRUCTURE, 6" HDPE DR-17 PIPING AND VALVE TO EAST LAGOON.

INSTALL 4" FORCEMAIN PIPING INTO DISTRIBUTION STRUCTURE

INSTALL 6" HDPE PIPING FROM DISTRIBUTION STRUCTURE UP TO AND INCLUDING THE VALVE OF THE WEST LAGOON.

REPLACE VALVE STRUCTURE BETWEEN EAST AND WEST TREATMENT LAGOONS. TRANSFER PIPING BETWEEN EAST AND WEST LAGOON IS TO BE INSTALLED UP TO THE EXISTING VALVE. PROPOSED VALVE IS TO BE INSTALLED ADJACENT TO EXISTING VALVE

INSTALL PIPING BETWEEN EAST TREATMENT LAGOON AND STORAGE LAGOON UP TO STRUCTURE INCLUDING THE RISER PIPE. INSTALL NEW VALVE BETWEEN EAST TREATMENT LAGOON AND EXISTING STRUCTURE.

PHASE II STRUCTURE/PIPING INSTALLATION NOTES:

INSTALL WEST LAGOON INLET 6" HDPE DR-17 PIPING DOWNSTREAM OF VALVE.

INSTALL TRANSFER PIPING BETWEEN THE WEST LAGOON AND THE VALVE INSTALLED IN PHASE I

INSTALL PIPING BETWEEN WEST TREATMENT LAGOON AND STORAGE LAGOON UP TO STRUCTURE INCLUDING RISER PIPE. INSTALL VALVE BETWEEN WEST TREATMENT LAGOON AND STRUCTURE.

PHASE III STRUCTURE/PIPING INSTALLATION NOTES:

INSTALL TWO STRUCTURES BETWEEN THE STORAGE LAGOON AND THE EAST AND WEST TREATMENT LAGOONS

INSTALL PIPING BETWEEN BOTH EAST AND WEST LAGOON DOWNSTREAM OF STRUCTURES INTO STORAGE LAGOON.

INSTALL OUTLET STRUCTURE AND OUTLET PIPING FROM STORAGE LAGOON UP TO

EXISTING VALVE BETWEEN STORAGE LAGOON AND PUMP STATION. CONTRACTOR TO PROVIDE 150-200 GPM BYPASS PUMP FROM MAY 1 TO NOVEMBER 15 OPERATED BY OCWRC

SEQUENCE OF CONSTRUCTION (PHASE III)

- 1. INSTALL SILT FENCE. ESTIMATED DATE: 9/20/2027
- DEMOLISH AND GRUB THE SITE PER THE PLANS. ESTIMATED DATE: 10/2027
- 3. CONSTRUCT SITE FEATURES PER THE PLANS INCLUDING GRADING AND LAGOON LINER. ESTIMATED DATE: 10/2027 - 4/2028
- 4. STABILIZE DISTURBED AREAS AS NOTED ON THE PLANS WITHIN 5 DAYS OF FINAL GRADING. ESTIMATED DATE: 4/2028
- 5. RESTORE ALL OFF-SITE AREAS TO PRE-CONSTRUCTION CONDITION FOLLOWING SITE CONSTRUCTION.
- 6. CLEAN PAVEMENT AND SEWERS AS NECESSARY (SCRAPE DAILY, SWEEP MIN. 1 PER WEEK). A CERTIFIED STORM WATER OPERATOR SHALL INSPECT ALL SESC MEASURES ON A WEEKLY BASIS AND AFTER SIGNIFICANT RAIN EVENTS TO ENSURE THE SESC MEASURES ARE ADEQUATE.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS FOLLOWING SITE CONSTRUCTION, FINAL STABILIZATION OF WORK, AND FINAL INSPECTION. ESTIMATED DATE: 5/19/2028

FOR BID



NTH Consultants, Ltd.

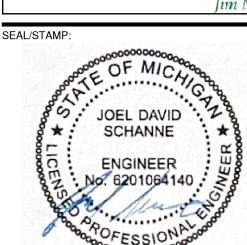
Infrastructure Engineering **Environmental Services** Facilities Engineering

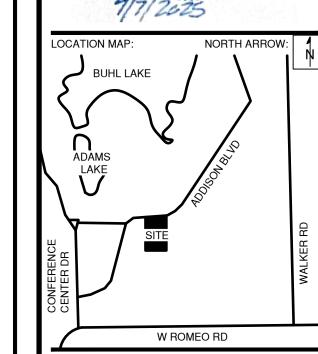
Northville, MI Lansing, MI Detroit, MI Grand Rapids, MI Livonia, MI (Laboratory)

www.nthconsultants.com









SUBMITTAL DATE: DESCRIPTION

PROJECT NAME: ADDISON OAKS WASTEWATER TREATMENT LAGOONS LINER REPLACEMENT

PROJECT LOCATION: 1480 W ROMEO STREET LEONARD, MICHIGAN 48367

NTH PROJECT NO. **DESIGNED BY** DRL/DGD 23001805 DRAWN BY SHEET SIZE: DGD ARCH D (24"x36") CHECKED BY: DRL/JS 4/7/2025 CAD FILE NAME:

CONSTRUCTION SEQUENCING AND STAGING PLAN

23001805-PHASE

SHEET NUMBER:

C-102

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 2

Department: Engineering & Development

From: Zach Crane, Supervisor of Engineering & Development

Subject: Oakland County Fair Agreement – 3rd Amendment

INTRODUCTION AND HISTORY

The Oakland County 4-H Fair Association requests to complete campground electrical improvements at Springfield Oaks County Park, home of the Oakland County 4-H Association. The Oakland County 4-H Fair Association will pay for all costs associated with the projects as outlined in section 3.5 of the attached third amendment to the agreement. The approximate total value of the project is \$50,000. See attached amendment exhibit for additional information

OCPR Staff have been involved in the planning of the project and have reviewed the proposed plans. The project will become part of the county facility and incorporated into the OCPRC asset management plan for future maintenance.

To accomplish this Project, the 3rd Amendment to the existing Agreement must be executed, which is attached to this agenda item. This is the third amendment to the approved contract between Oakland County Parks & Recreation and Oakland County 4-H Fair Association. This amendment has been reviewed by Oakland County Corporation Counsel.

STAFF RECOMMENDATION

Staff recommends approving the attached 3rd amendment to the Oakland County 4-H Fair Association Agreement.

MOTION

Move to approve the 3rd Amendment to the Oakland County 4-H Fair Association Agreement.

THIRD AMENDMENT TO THE AGREEMENT BETWEEN OAKLAND COUNTY AND

OAKLAND COUNTY 4-H FAIR ASSOCIATION

This Third Amendment (3rd Amendment) is entered on **August 6, 2025** between the County of Oakland, by and through its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC"), located at 2800 Watkins Lake Road, Waterford, MI 48328 and the Oakland County 4-H Fair Association ("Association"), located at 12451 Andersonville Road, Davisburg, MI 48350.

BACKGROUND

- A. The Parties entered into an Agreement on January 1, 2024 that provided for the following: (1) lease of the Springfield Oaks Administrative Building/Building E; (2) Cooperative Fair Agreement; (3) license for indoor vehicle/boat storage; and (4) license for use of Springfield Oaks Activity Center Kitchen (hereinafter "Original Agreement").
- B. The Parties entered the First Amendment to the Original Agreement on April 3rd, 2024.
- C. The Parties entered the second Amendment to the Original Agreement on August 7th 2024.
- D. The Original Agreement, 1st, 2nd and 3rd Amendments shall be collectively referred to as the "Agreement."
- E. The Association and OCPRC desire to complete the following projects: (1) Campground Electrical Improvements (hereinafter referred to as the "Campground Electrical Improvements" or "Project").
- E. The Association has offered to pay for all costs associated with the Campground Electrical Improvements; any permits and licenses, with an approximate total value of approximately \$50,000.
- F. In consideration of the mutual covenants and benefits contained herein, the Parties agree as follows:

3rd AMENDMENT

- **§1.** <u>Background.</u> All statements contained in the "Background" are incorporated into the 3rd Amendment.
- **§2.** <u>Description of Project.</u> The Project shall consist of the following work:
 - 2.1. Campground Electrical Improvements as set forth in Exhibit A to this 3rd Amendment. Exhibit A is incorporated into this 3rd Amendment.
 - 2.2. Once installed, the Barn Roof Replacements shall become the property of OCPRC.

§3. Project Responsibilities.

- 3.1. The Association shall perform all work associated with the Project.
- 3.2. The Association shall have all Project plans approved by OCPRC Staff before work is started.
- 3.3. The Association shall provide construction schedule for review and approval by OCPRC staff before work is started.
- 3.4. The Association will conduct pre-construction meetings with OCPRC staff and contractors/vendors prior to start of work.
- 3.5. The Association shall pay for all costs associated with the Project with costs being paid for by the Association in the following manner:
 - 2025 Michigan Department of Agriculture and Rural Development (MDARD) Grant; with match commitment from Oakland County 4-H Fair Association
- 3.6. The Association shall provide electronic as built drawings of the final construction project to OCPRC.
- 3.7. The Project shall be incorporated into OCPRC asset management plan for future maintenance.
- **§4.** Continuation of Agreement Terms and Conditions. All other terms and conditions of the Agreement shall continue with full force and effect, except as modified herein.
- **§5.** Entire Agreement. The Original Agreement, 1st, 2nd and 3rd Amendment constitute the entire agreement and understanding between OCPRC and Association and supersede all other prior oral or written understandings, communications, or agreements between OCPRC and Association.

[Signatures contained on following Page]

| Ebony Bagley, Chairperson, | Date |
|--------------------------------------------------|------|
| Oakland County Parks and Recreation Commissioner | |
| THE OAKLAND COUNTY 4-H FAIR ASSOCIATION: | |
| By: | Date |

THE COUNTY OF OAKLAND:

611 Elmwood Drive • Troy, Michigan 48083 • (248) 543-1982M

March 6, 2025 LC Scramlin Oakland Couty Fair 12451 Andersonville Rd Davisburg, MI 48350

RE: Electrical Upgrades & Receptacle Installation

Electrical Upgrades

Tap buss in electrical distribution gear in miracle of birth barn

Provide and install 400A fused disconnect

Provide (2) 400ft of 2 ½" PVC conduit with 300awg aluminum wire with 1/0 ground wire

Provide and install (2) unistut racks

Provide and install (2) 200A receptacle panels (16) 30A breakers in each panel

Provide and install 150ft of 2 1/2" conduit and (3) 250awg aluminum wire with 1/0 ground

Material, labor, and equipment: \$50,000.00

Provide and install (6) 30A female twist lock plugs

Add \$9200 for excavation and underground radar

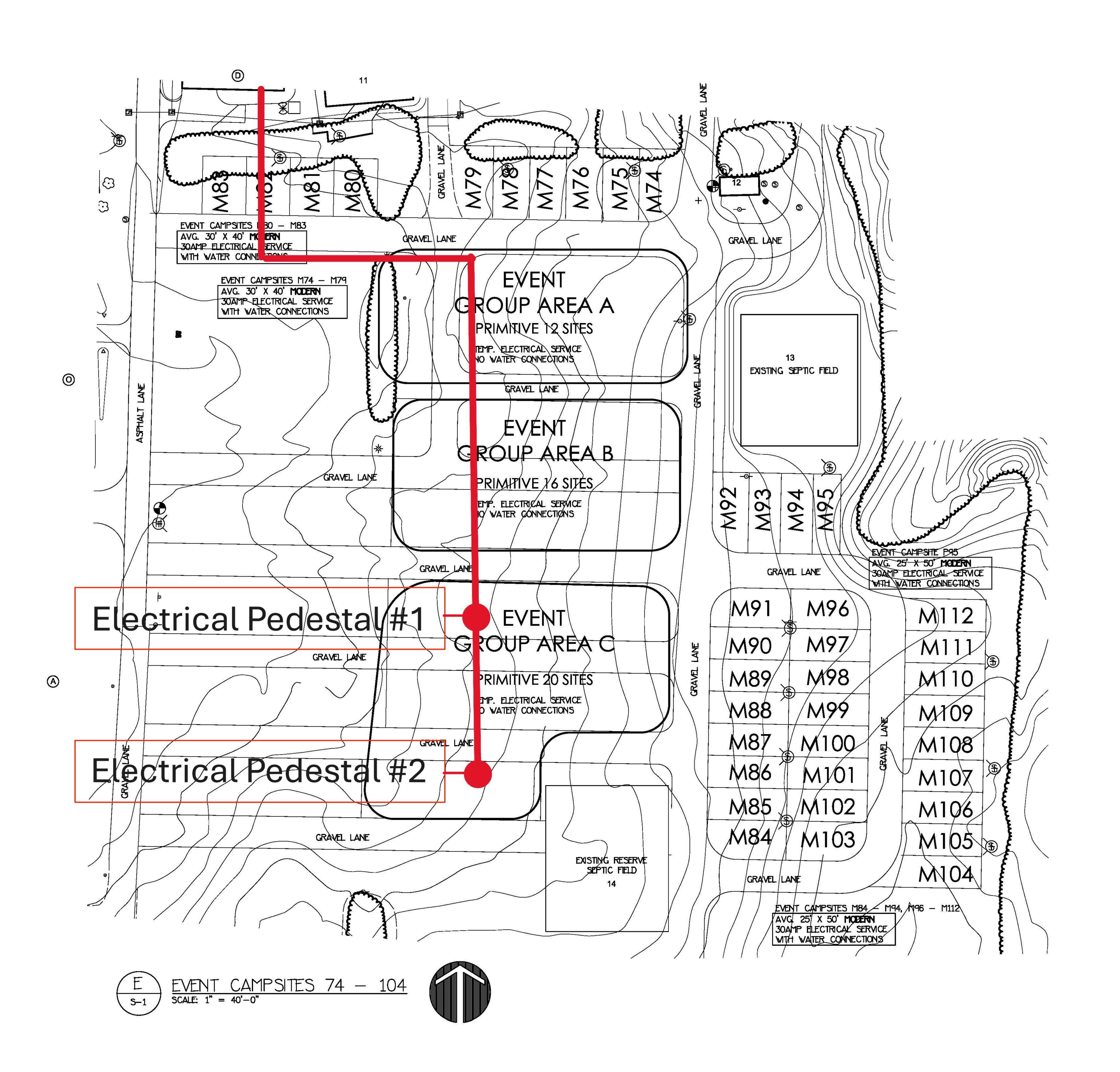
Not Included:

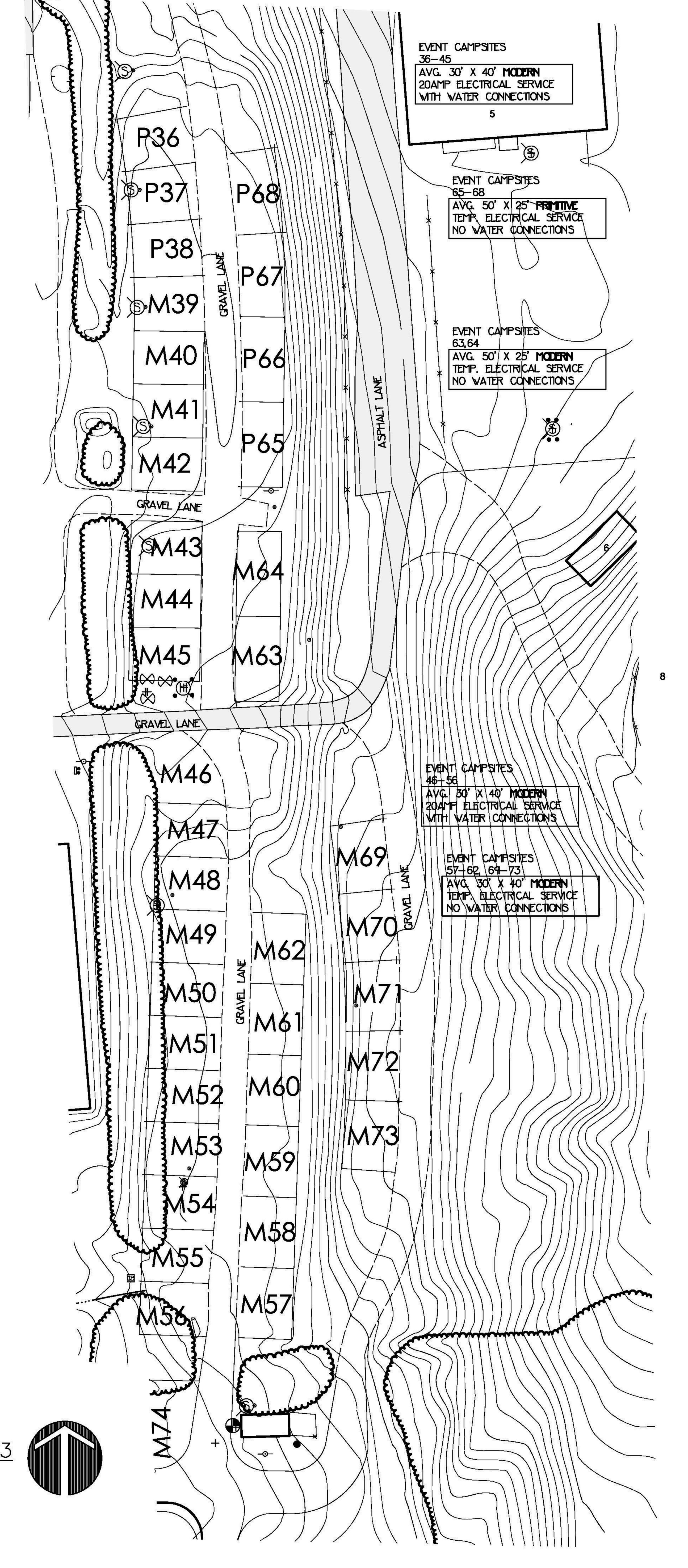
Excavation
Landscape Repair
Asphalt Repair

Please contact me at (248) 543-1982 if you have any questions or concerns regarding this proposal.

Sincerely,

Joe Fulgenzi







Design & Development 2800 Watkins Lake Road Waterford, Michigan 48328 (810) 858-4621

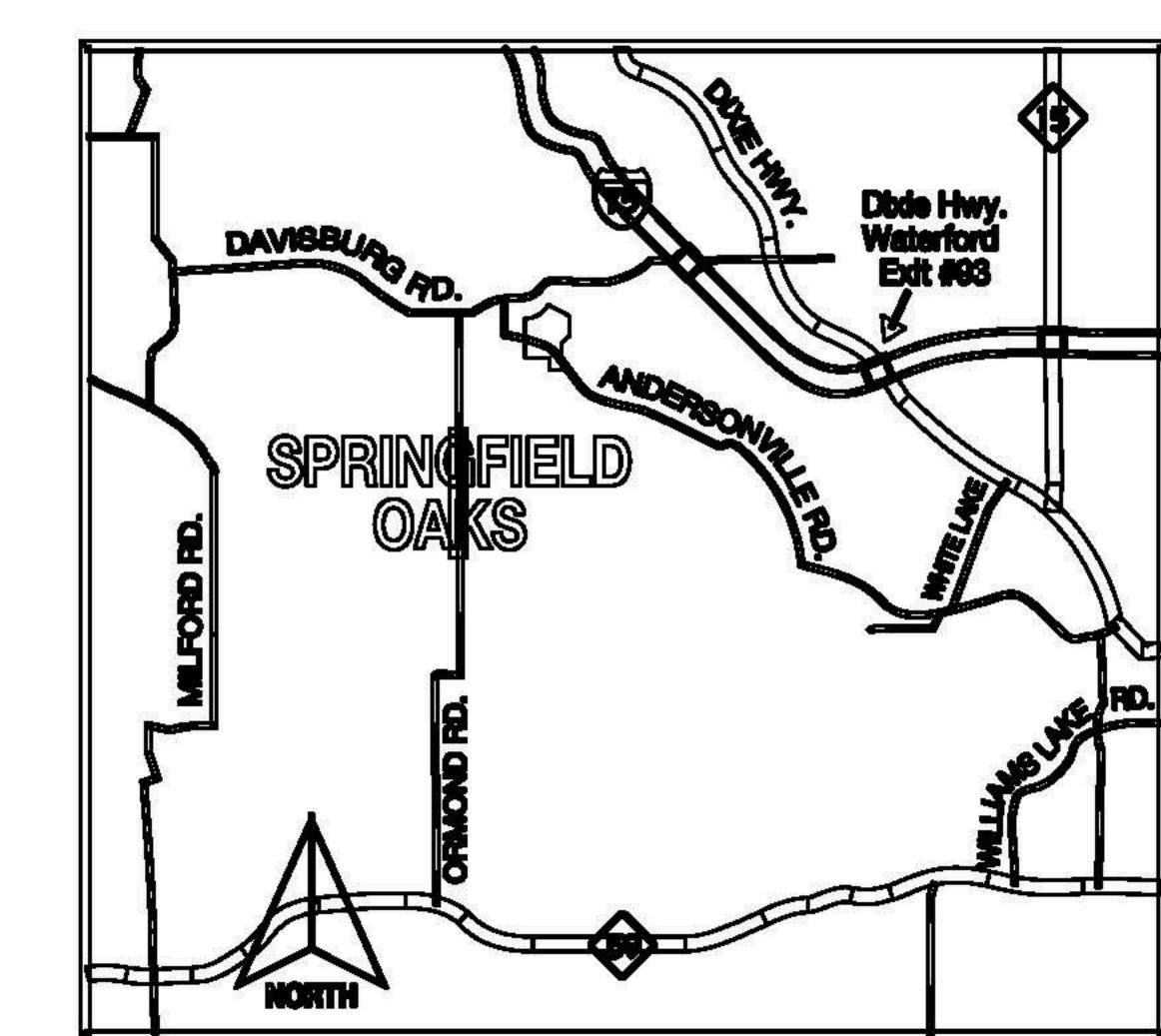
park:

SPRINGFIELD OAKS FAIRGROUNDS

project title:
EXISTING EVENT
CAMPGROUND LAYOUT

sheet title:
EVENT CAMPSITES 74 - 112
EVENT GROUP AREAS
A, B & C

location ma



consultant:
DESIGN &:
DEVELOPMENT

issued for:

1DEQ/TWP. APPROVAL

revisions:

8-2-07 STAFF REVIEW

11-28-07 STAFF REVIEW

1-31-08 STAFF REVIEW

5-29-08 PER MDEQ/OCHDSITE INSPECTION

review

project no: sheet no:

 $\frac{D}{S-1} = \frac{\text{EVENT CAMPSITES } 36 - 73}{\text{SCALE: } 1" = 40'-0"}$

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 3

Department: Planning

From: Donna Folland, Chief – Planning

Subject: Pontiac Oaks Park Action Plan – Amendment

INTRODUCTION AND HISTORY

On February 14, 2025, the Pontiac School District and OCP negotiated and signed an Interlocal Partnership Agreement that details the long-term relationship intended to improve the Hawthorne School Property for the residents of Pontiac and Oakland County, to be managed by OCP as part of Pontiac Oaks County Park. This Park Action Plan Amendment and its component parts are requirements of the Interlocal Partnership Agreement (School District of the City of Pontiac and County of Oakland 2/14/2025).

On May 7, 2025, the preliminary draft of the Pontiac Oaks Park Action Plan Amendment was reviewed and approved by the Parks Commission and staff authorized to forward the plan to the Pontiac School District. The attached document was approved by the Pontiac School District Interim Superintendent Kimberley Leverette on June 20, 2025, via email. The attached version contains minor text revisions and addition of missing information, but no substantive content changes. All revisions comply with the Interlocal Partnership Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the final Pontiac Oaks Park Action Plan Amendment that was prepared in compliance with the Interlocal Partnership Agreement dated August 6, 2025.

MOTION

Move to approve the final Pontiac Oaks Park Action Plan Amendment that was prepared in compliance with the Interlocal Partnership Agreement dated August 6, 2025.



Pontiac Oaks
Park Action Plan
Amendment

Hawthorne School Property
Pontiac School District
Pontiac, Michigan



ACKNOWLEDGEMENTS

Oakland County Parks and Recreation Commission

Ebony Bagley, Chair
J. David VanderVeen, Vice Chair
Andrea LaFontaine, Secretary
Yolanda Smith Charles, Executive Committee
Member
Lola Banks, Commissioner
Ann Erickson Gault, Commissioner
Christine Long, Commissioner
Jim Nash, Commissioner
Nancy L. Quarles, Commissioner
Shanell Weatherspoon, Commissioner

Executive Leadership Team

Chris Ward, Director – Park and Recreation
Melissa Prowse, Manager – Planning and
Development
Jim Dunleavy, Manager – Park and Recreation
Operations
Aaron Stepp, Manager- Business Operations

School District of the City of Pontiac Board of Education

Dr. Anisha Hanna, President Kenyada Bowman, Vice President ShaQuana Davis-Smith, Secretary Marcus Terry, Treasurer G. Kevin Gross, Trustee Tanisha Miller, Trustee Jennifer Dooley, Trustee

Office of the Superintendent of Pontiac School District

Kelly Williams, Superintendent Dr. Kimberly Leverette, Interim Superintendent

Oakland County Parks and Recreation 2800 Watkins Lake Road Waterford, MI 48328 OaklandCountyParks.com

Oakland County Parks Staff Contacts – Planning Unit Donna Folland, Chief (248) 736-9087 follandd@oakgov.com Jess Whatley, Associate Planner (248) 494-2680 whatleyj@oakgov.com

Oakland County Parks Staff Contacts – Park Operations

Erik Koppin, Chief of Operations – South District (248) 909-7702 koppine@oakgov.com
Matt Pardy, Park Supervisor – Pontiac Oaks (248) 858-4637 pardym@oakgov.com

Oakland County Parks Staff Contacts – Natural Resources and Nature Education Sarah Cook-Maylen, Chief of Nature and Environment (248) 343-1353 maylens@oakgov.com

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Introduction¹

Oaks County Parks and The School District of Pontiac have entered into an agreement to expand Pontiac Oaks County Park to include the former Hawthorne School property and provide youth-focused facilities and programs. This adjacent 19-acre parcel, owned by the Pontiac School District, has been vacant since the school was razed over two decades ago. The Pontiac School District and Oakland County Parks are entering into this partnership agreement to improve the 19-acre parcel, design and build facilities and assume long-term responsibility for park management and maintenance. This property, while still owned by the Pontiac School District, will become part of Pontiac Oaks and be designed cohesively with the rest of the park. The milestones leading to the partnership are described below and this Park Action Plan Amendment is intended to serve as a roadmap for both the school district and the county for the future of Pontiac Oaks.

Interlocal Partnership Agreement

The Pontiac School District and OCP negotiated and signed an <u>Interlocal Partnership Agreement</u> that details the long-term relationship intended to improve the Hawthorne School Property for the residents of Pontiac and Oakland County, to be managed by OCP as Pontiac Oaks County Park. This Park Action Plan and its component parts are requirements of the Interlocal Partnership Agreement (School District of the City of Pontiac and County of Oakland 2/14/2025). The Park Action Plan is described in Section 4.7, quoted below:

4.7. By May 1, 2025, OCPRC shall create an amendment to the Park Action Plan for Pontiac Oaks to include the Property ("Amendment"). The Amendment shall be created pursuant to OCPRC's current policies and procedures and shall be consistent with the Pontiac Oaks Park Action Plan. Once completed, OCPRC shall submit the Amendment to the District Representative for comments and recommendations. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Amendment. OCPRC Representative shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Amendment shall not be approved or implemented by OCPRC without prior written approval by the District Representative. If the District Representative does not respond within the thirty (30) day period, then the District Representative is deemed not to have any comments or recommendations. Notwithstanding any other provision, if the District Representative does not approve the Amendment by June 30, 2025, OCPRC or District may terminate this Agreement. Such termination shall not be deemed a breach or default of the District. Modifications to the Amendment shall be codified according to the procedure set forth in this Section.

¹ For a summary history of the property comprising both City of Pontiac- and District-owned parts of Pontiac Oaks, see (OCPRC 10/4/2023, pages 61).

Community Context

Hawthorne School Property is in the northwest corner of the City of Pontiac, the most diverse city in Oakland County. Our primary focus is on the residents of Pontiac and their access to the park. Understanding Pontiac's demographic characteristics will help us evaluate if our community engagement is reaching the people of Pontiac and if Pontiac residents are accessing and enjoying the park features and activities at the park.

Because Oakland County Parks (OCP) is a county agency, we also provide data analysis of all Oakland County residents and all households within a 10-minute drive of the Telegraph Road entrance to Pontiac Oaks County Park.

Figure A: Pontiac Oaks County Park 10-minute drive time area

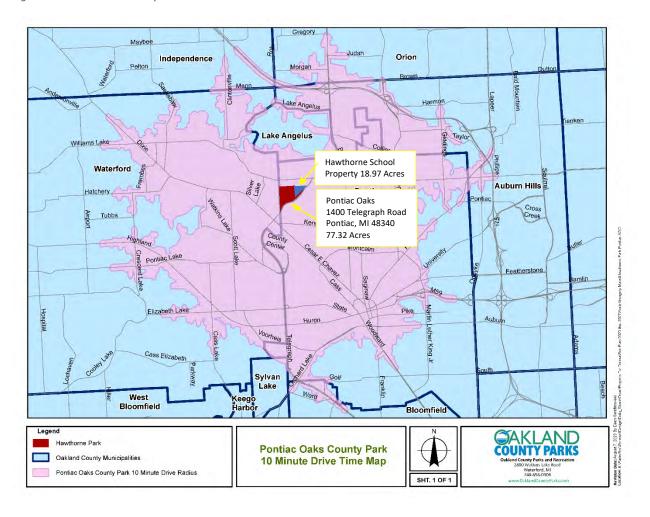


Table 1: Demographic comparison – Population and household income

| Geography | Total Population (2024) | Total Households (2024) | Median Household Income (2024) |
|------------------------------|-------------------------------|-------------------------------|-----------------------------------------|
| Pontiac City, MI | 62,706 | 24,548 | \$41,529 |
| Pontiac Oaks (10-min. walk) | 44 | 15 | \$37,916 |
| Pontiac Oaks (10-min. drive) | 85,024 | 45,135 | \$57,977 |
| Oakland County, MI | 1,274,166 | 520,393 | \$99,087 |

Table 2. Demographic comparison – Diversity Index

| Geography | 2024 Diversity Index |
|--------------------------------|----------------------|
| Pontiac City, MI | 79 |
| Pontiac Oaks (10-min. drive) | 72 |
| Pontiac Oaks (10-minute drive) | 76 |
| Oakland County, MI | 55 |

Figure B: Demographic comparison – Race and ethnicity

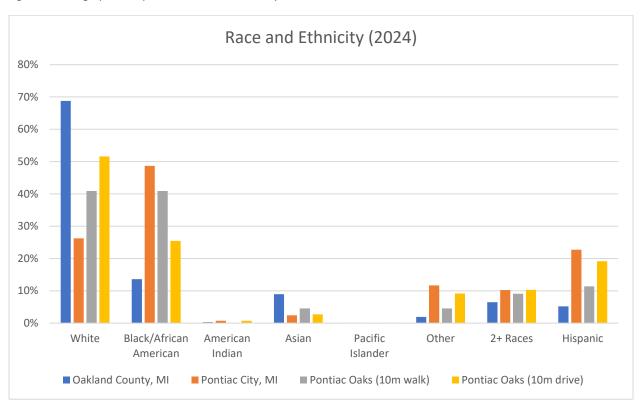


Figure C: Demographic comparison – Languages spoken in the home

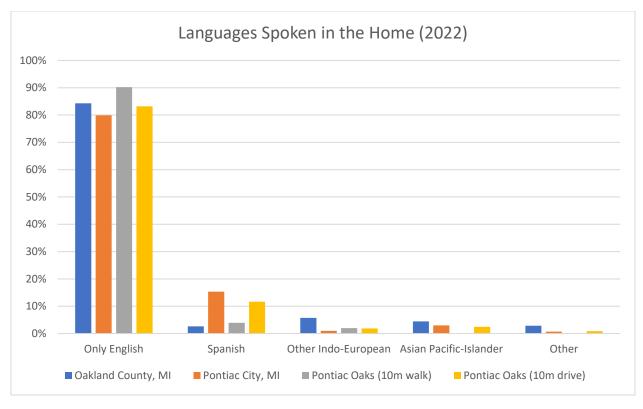
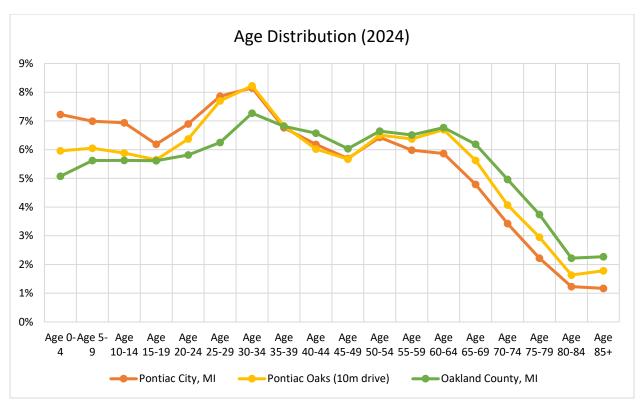


Figure D: Demographic comparison – Age distribution



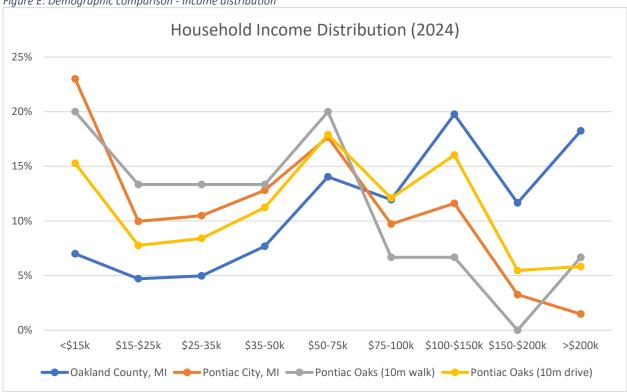
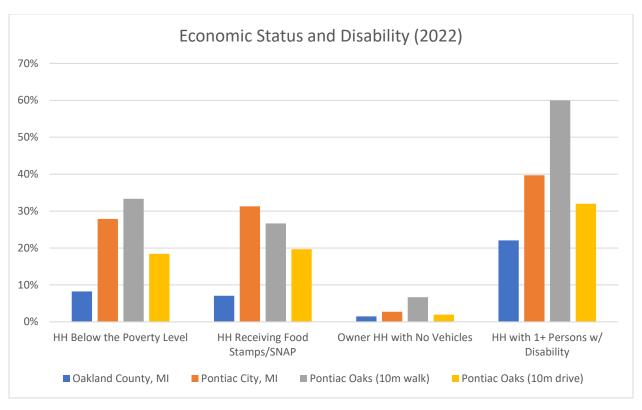


Figure E: Demographic comparison - Income distribution

Figure F: Demographic comparison – Economic status and disability



Community Engagement²

The purpose of public engagement for the Hawthorne School property will be to gather insight from key stakeholders to inform planning and design of a meaningful, impactful and accessible space for youth-focused play and educational opportunities. Oakland County Parks will engage stakeholders including, but not limited to, Pontiac School District staff and educators, Pontiac School students, outdoor educators and other types of youth-focused educators.

Possible engagement methods are listed below, categorized by stakeholder group. Oakland County Parks may select any combination of the following methods, or may implement different methods based on availability, timing and participation.

Pontiac School District Board members, staff, educators and educators for students with special needs

- Focus group
- Survey
- Site-visits
 - Site visit to Hawthorne School Property
 - Site visit to other outdoor education facilities
- Participation in the park master planning process

Pontiac School District students, including students with special needs

- Listening sessions in the schools with Oakland County Parks
- Park design idea submission opportunities
- Participation in the park master planning process

Information gathered from these or other public engagement methods will be used to inform the design and priorities of the youth activity area on the Hawthorne School Property.

² Please see the Pontiac Oaks Park Action Plan approved by the City of Pontiac for a detailed look at the community engagement conducted in 2023 and 2024. See (OCPRC 10/4/2023, pages 14-22).

Environmental Condition³

Phase I Environmental Site Assessment

The Phase I ESA was conducted by ASTI Environmental, with the final report dated February 13, 2025. The assessment revealed "no recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), and/or significant data gaps in connection with the Subject Property". (ASTI/PEA 2/13/2025)

³ The Environmental Condition section excludes reporting specific to the City of Pontiac-owned part of Pontiac Oaks. See (OCPRC 10/4/2023, pages 23-24).

Existing Conditions⁴

Location

The Hawthorne School Property is approximately 19-acres of undeveloped property owned by the School District of Pontiac. The triangle-shaped parcel is immediately adjacent on the northeast to 77-acre Pontiac Oaks County Park.

Address: 47200 Woodward Ave., Pontiac, MI 48342

Township and Range: Township 3 North, Range 10 East

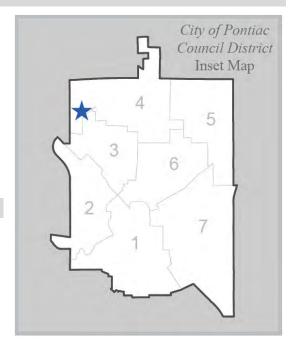
Quarter Section: NW 1/4 of Section 18

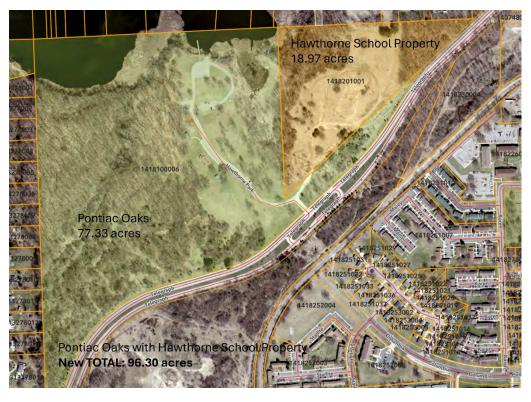
Parcel ID: 14-18-201-001

Property Description

The property was the location of Hawthorne Elementary School. The site was originally accessed solely from Walton Blvd.

Telegraph Road was extended to connect to Walton Blvd. circa 2002 and by 2006, the school building and all site amenities were razed from the property. The 19-acre parcel is currently undeveloped, contains less than 8 acres of wooded areas along the northeast and northwest corners and is largely open fields.





Aerial map (left) shows the 19-acre Hawthorne School property and its location to the east of Pontiac Oaks.

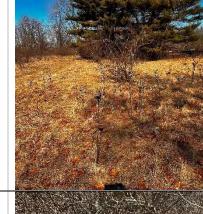
⁴ The Existing Conditions section excludes any items that are specific to the City of Pontiac-owned part of Pontiac Oaks. See (OCPRC 10/4/2023, pages 25-46).

Natural Resources

Natural Resources

Natural Areas

The site has a significant amount of milkweed; the obligate host plant for monarch caterpillars. Additional surveying for will be necessary to identify management areas, invasive species and to delineate natural communities.



Threats and Disturbances

Evidence of dumping is throughout the property, including typical litter as well as large items like tires and the bathtub pictured here. The northeast corner of the property also has evidence of yard waste dumping off Ernest Court.



Boundaries



Boundaries Aerial Photo (2023) Photo (2025) A- Western boundary Large concrete blocks placed as makeshift boundary. In some places, blocks are located up to 40' from actual boundary line. B- Western edge Concrete blocks on both the Pontiac School District property and Pontiac Oaks current site, neither of which are on the actual boundary line. Line of blocks is up to 50' into the Pontiac Oaks property. C- Southwest corner This corner does not have any formal property boundaries, rather a line of concrete blocks roughly following the property line, with the furthest block located within 30' of the property line. Some concrete blocks exist on Pontiac Oaks property. D- Telegraph Road edge There are concrete blocks near the boundary line which extend along Telegraph Road though are located largely in the Pontiac Oaks property, up to 90' from the school district property.

Boundaries Aerial Photo (2023) Photo (2025) E1- Northeast corner Chain-link fence along this eastern-most neighboring property. E2- Northeast corner Directly to the west of the private property identified above is Ernest Court which intersects with Walton Blvd less than 700 feet from property. The area has evidence of being used for yard waste dumping. F- Northern edge Concrete blocks are lined up roughly along property line. Several fall very close to the property line, while others are up to 30' into the neighboring properties. G- Northwest corner Concrete blocks appear to have been placed to prevent driving onto property, though they are on the private property north of the park, owned by La Iglesia Apostolica, some of which are up to 65 feet into the church property.

Hardscapes

Hardscapes Aerial Photo (2023) **Photo** Former school building The building was razed circa 2004. A full survey will be conducted to determine if any foundation remains. Currently, the area is relatively flat and open. Overlook There is a concrete platform surrounded by chain-link fence in the wooded northwest corner of the property. The platform is approximately 175 feet from Creger Lake. School circle driveway The drive that looped in front of the school remains in the same pattern but the surface cover is now dirt and gravel.

Hardscapes

Property entrance

The driveway that connects to Pontiac Oaks is paved just inside the property before transitioning to dirt and gravel. The driveway has been barricaded with large concrete blocks to prevent illegal dumping.

Aerial Photo (2023)



Photo



Open Space

Open Space

Northern open space

Approximately 2.6 acres of flat, open area adjacent to northern property line, located between two wooded areas. Area has a significant amount of milkweed, the obligate host plant for monarch caterpillars. Aerial shown includes 1 foot contour lines.

Southwest open space

Approximately 5.5 acres of open space where school drive and building used to be. Minimal elevation changes.

Aerial Photo (2023)

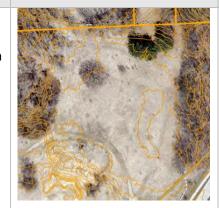




Photo (2025)





Signs

Signs Aerial Photo (2023) Photo (2025) Floyd J. Shotwell Sign A sign located on Pontiac Oaks property, pointing at the Hawthorne School property, that reads "Floyd J. Shotwell Recreational Park for the Handicapped." The sign is visible from southbound Telegraph Road. 5 No Trespassing Sign-Telegraph NO TRESPASSING Located on the Pontiac Oaks VIOLATORS WILL BE PROSECUTED property, facing Telegraph Road and visible from the sidewalk. No Trespassing Signs- Entrance Located on the property line NO TRESPASSING VIOLATORS WILL BE PROSECUTED between Pontiac Oaks and the Hawthorne School property, two signs flank the entrance drive.

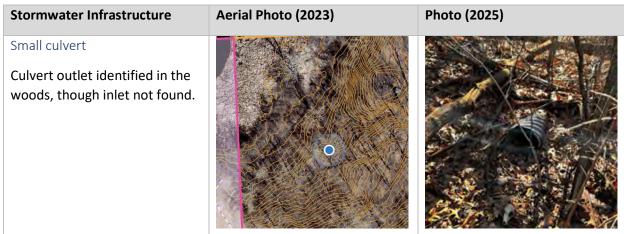
⁵⁵ See Appendix A for a detailed history of the Floyd J. Shotwell area.

Stormwater Infrastructure

The site has a watermain (blue). The line going east-west through the property is not confirmed by WRC. The sanitary lines are shown below in brown. One is a 48" interceptor and the other is a 27" parallel line.

Figure : Stormwater Infrastructure



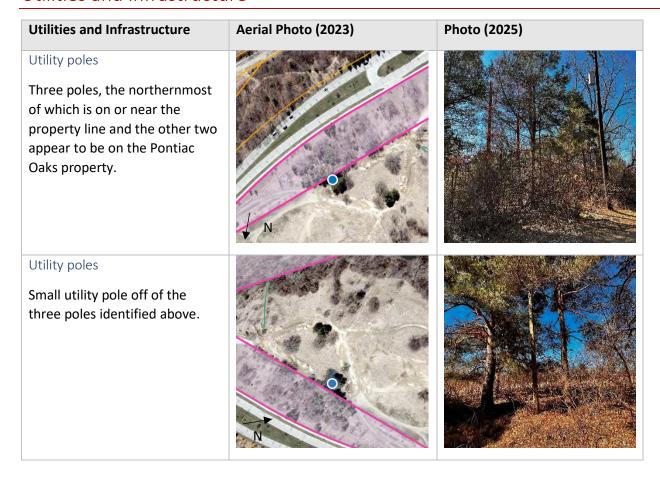


| Stormwater Infrastructure | Aerial Photo (2023) | Photo (2025) |
|-----------------------------------------------------------------------------------------------------------|---------------------|--------------|
| Sanitary Sewer Manhole With sign identification and manhole. | | |
| Large culvert Culvert outlet that feeds directly into Creger Lake. | | |
| Water valve Water valve sign near the property line between Pontiac Oaks and Hawthorne School property. | N | |

Trails and Boardwalks

Footpath A footpath loops around the property, though does not stay within the property lines. The path goes into the two neighboring properties to the northwest as well as into Pontiac Oaks. The path is all natural surfacing.

Utilities and Infrastructure



| Utilities and Infrastructure | Aerial Photo (2023) | Photo (2025) |
|-------------------------------------------------------------------------------------------------------|---------------------|--------------|
| Light pole Light pole at entrance to property in southwest corner. | | |
| Gas Line On the property line between Pontiac Oaks and Hawthorne School property, gas pipeline sign. | | |

Strategic Plan⁶

The Strategic Plan is intended to guide OCP in operating and improving the entire Pontiac Oaks Park, including parts owned by the City of Pontiac, Pontiac School District as well as other subsequent additions.

Park Vision

The park vision is a statement that inspires and guides us; it is aspirational and declares our intent and direction and states the long-term outcome of our work.

Pontiac Oaks is a popular destination for Pontiac and Oakland County residents to be active and social or to relax and connect with nature. The park is safe and welcomes everyone. It is resilient and helps create a more sustainable future for the people of Pontiac and for the environment.

Park Goals

The park goals are the broader strategies that will lead us to the realization of our park vision.

- 1. Honor the rich history of Hawthorne Elementary School and the City of Pontiac School District and their value to the residents of the City of Pontiac.
- 2. Execute a transition to Oakland County Parks operation that is transparent, maintains open lines of communication, and acknowledges the park is owned by the Pontiac School District.
- 3. Operate the park and invest in improvements in a manner that is fiscally responsible for Oakland County Parks and enhances the fiscal sustainability of the Pontiac School District.
- 4. Improve and build park features that are resilient and adapted to the landscape and that contribute to a more sustainable, green future through intentional stormwater management, sustainable building and operating processes and community education opportunities.
- 5. Create outdoor classroom facilities that can be used by a variety of educators and learners to explore and grow.
- 6. Create an engaging dynamic outdoor learning environment that adds a valuable resource to the District's STEM program and can be used by educators to meet Michigan Educational Standards
- 7. Foster a welcoming environment for all park users through varied methods and processes, including universal design⁷, multi-lingual signage and promotion, clean, working restroom facilities, and regular cleaning and maintenance.
- 8. Employ strategies involving design, programming, maintenance, and resident involvement to create a safe park environment.
- 9. Connect residents to nature through restoration of natural assets and nature education programming.

⁶ The Strategic Plan excludes any items that are specific to the City of Pontiac-owned part of Pontiac Oaks. See (OCPRC 10/4/2023, pages 47-57).

⁷ Universal design results in a built environment that allows independent use and inclusive participation by people with disabilities, without separating them from others. When building new facilities or renovating existing structures, we strive to design universally accessible facilities and structures that are easily used by all.

Park Objectives

The park objectives outline a variety of strategies and specific actions and projects that will implement the overall vision and goals for the park. Many of the objectives are general in nature and will be developed in more detail in Phase II of the park design and development. Objectives that align directly with the Pontiac Recreation Plans objectives for Hawthorne Park are identified with a footnote (Pontiac 1/29/2021). If objectives are expected to occur in a particular phase, or if feasibility of the actions is yet to be determine – these are indicated to the right of the individual objective. If no phase is indicated, the objective will be ongoing as part of the management of the park. Objectives that are also identified as Capital Improvement Plan (CIP) projects are also indicated to the right of the individual objective and are further detailed in the CIP section.

I Park Management and Operation

- A2 Pontiac Oaks Pontiac School District Amendment
 During the term of the Interlocal Partnership Agreement the
 park will be designated Pontiac Oaks, a park within the Oakland
 County Parks system. Pontiac Oaks will be operated,
 maintained, and improved as an Oakland County Park, with the
 Pontiac School District retaining ownership.
 - Within the Youth Activity Area, name a feature or an area to reference the District. For example, incorporating the word "Phoenix" that references the insignia and motto ("Go Phoenix Nation") of the district.



- Park Operations and Maintenance Plan (POMP) Pontiac School District Amendment
 The POMP is a requirement of the Interlocal Partnership Agreement with the School District of
 City of Pontiac and is a detailed list of OCPs responsibilities in operating and maintaining the
 park relevant to the establishment and operation of a Youth Activity Area on the 18.96-acre
 property owned by the District.
- C Capital Improvement Plan (CIP)
 The CIP is a requirement of the Interlocal Partnership agreement and is a detailed list of planned and potential capital projects for the next 5 years for the park. Projects require a detailed feasibility study prior to creating construction documents and implementing projects. All projects over \$30,000 require Parks Commission approval.
- D Park Security Plan

The Park Security Plan is a requirement of the Interlocal Partnership Agreement and is a list of strategies and actions to maintain a safe and secure park environment. It is detailed list of strategies that will be employed to maintain a park environment that is safe and welcoming, including:

- Safety through design
- Technology
- Law enforcement services
- Staff training
- E2 Communicate and Collaborate with the Pontiac School District Board of Education
 - Agreement Administration: The Interlocal Partnership Agreement identifies the administrators of the Interlocal Partnership Agreement as District Superintendent and the OCP Director or their successors or designees.

- Prioritize the Core Value of Diversity, Equity, and Inclusion in Pontiac
 OCP recognizes the diversity of the Pontiac community and will strive to provide facilities and experiences for all and provide an environment that welcomes everyone in the community.
 Our commitment to this objective is documented in the OPC Recreation Master Plan:
 - Core Value: Ground all actions and decisions in equity and justice and provide parks and recreation services that feel welcoming and safe to everyone.
 - Action: Ensure that park attendance reflects the demographic profile of the surrounding communities
 - Action: Collaborate with partners to identify communities, households, and individuals with needs for equitably provided services and insure that OCPsponsored programs in these communities are properly supported and are reaching their intended audience
 - Action: Ensure that the staff and Parks Commission reflects the racial and ethnic diversity of Oakland County and provide a positive and welcoming work environment

II Natural Resources Management

- A Natural Areas Stewardship: Protect, restore, and enhance unique natural communities and promote biodiversity across the landscape.
 - 1 Survey for priority invasive species and rare or unique native plants.
 - 2 Treat and remove priority invasive species.
 - 3 Restore priority natural communities and habitats through native seeding, prescribed fire, and winter shrub removals.
 - 4 Install no-mow zones, turf conversion, and landscape conversions to native plants.
- B Freshwater Stewardship: Protect, restore, and enhance wetland habitat and associated aquatic organisms.
 - Assess and monitor stormwater infrastructure.

 Evaluate curbed roadways and parking lot for stormwater issues and solutions that will slow entry of stormwater into the lake. It has been observed that runoff goes immediately into the lake from roadways and parking lots during rain events.
 - 2 Survey for aquatic species and water quality.
 - 3 Shoreline Restoration
 - Treat and remove invasive species from the shoreline of Creger and Upper Silver Lakes, while restoring natural shoreline habitat and near shore aquatic habitat. Restoration will include multiple natural shoreline techniques including regrading, native vegetation, coir log installation, aquatic native vegetation, stone toe establishment and large wood structure installations. The results will enhance habitat available to fish and riparian species, while also improving site lines and aesthetics within the park and visually connecting infrastructure within the park to the water.
 - 4 Manage fisheries resource and enhance habitat.
 - 5 Manage aquatic invasive species.
- C Forestry Stewardship: Protect, restore, and enhance diverse forest systems and shade trees for recreational users.
 - 1 Develop forest management plan for long term maintenance of tree diversity.
 - 2 Monitor for forest pests and diseases and provide rapid responses to detections.
 - 3 Tree maintenance and removals, tree planting and re-forestation.
 - 4 Development and implementation of debris management plan.

- D Wildlife Stewardship: Protect, restore, and enhance rare and unique native wildlife species and biodiversity.
 - 1 Survey for threatened, endangered, and special concern species along with priority native and non-native species.
 - 2 Manage nuisance and non-native wildlife.
 - 3 Restoration of priority habitat for wildlife to increase habitat connectivity.

III Park Programs and Activities

A Recreation Programs and Services

The Recreation Programs and Services (RPS) unit develops and provides programs, special events and activities throughout the park system that bring in visitors and provide unique experiences for park users, incorporating Pontiac Oaks/Hawthorne Park into their annual scheduling of events. Reaching Pontiac residents through various avenues of promotion and collaboration with community organizations will be a priority to engage those residents who may not currently be using the park. Types of programs that would be a good fit at this park include:

- Come Out and Play Special Event
- Camp Field Trip Programs
- Special Events
- Collaborative Events
- B Nature Education
 - Environmental education/field trips/nature hikes
 - Learn to kayak events
 - Fishing Derby
 - Winter activities- snowshoeing, skiing, etc.
- C Active Adults and Adaptive Recreation
 - Fitness programs
 - History programs
 - Adaptive programs
- E Private events and gatherings reservation of park areas and/or pavilion per OCP park rules and processes.
 - Church-sponsored events and gatherings
 - Family reunions, holiday gatherings, and other social gatherings
- F Enjoyment of the park by individuals and families drop in use without reserving facilities e.g., picnics, boating and fishing, playing at playground, disc golf, etc.
- G Winter activities may include sledding and snowshoeing. Other activities to be determined.

IV Connectivity

A Neighborhood Connections Evaluation/Potential Construction

Evaluate feasibility of establishing non-motorized connections, including the construction of new pathways and safe road crossings, that connect the park with neighborhoods that are adjacent to the property and on the east side of Telegraph Road.

- 1 Road crossing and pathway connecting Hawthorne Park to Kennett neighborhood across Telegraph Road and other neighborhood connections
- 2 Route connecting Hawthorne Park to Waterford Oaks
- B Public Transit

Evaluate access via SMART bus and other public transport

C Clinton River Watershed

Determine feasibility of opening water trail connections between Creger Lake, Upper Silver Lake, and Silver Lake

V Facilities and Assets

NEW Youth Activity Area – Pontiac School District Amendment

Based on public engagement that explores community need for youth-focused play and educational opportunities, create a Youth Activity Area master plan located within the Pontiac School District property that is focused on exploration and learning. Include a variety of play elements and opportunities for multi-generational play. Incorporate the area into the overall Pontiac Oaks Park design that incorporates universal design; and considers community need, site context, and natural resources impacts.

- Regional Family Destination / Play Experience
 Create an exciting destination with a variety of activities ranging from built play
 structures to quiet play pockets to nature exploration. Collaborate with the District to
 include art by and for students into the park. Visitors can also take advantage of the rest
 of Pontiac Oaks to picnic and enjoy the trails, making it an all-day excursion destination –
 free of charge.
- Outdoor Learning Destination Honor the educational history of the property and include elements that can be used as an outdoor classroom by District educators, with uses that can be tailored to both general and special needs students, from pre-school through high school. Design outdoor learning spaces for use by educators aligned with the implementation of Michigan Educational Standards and to be a resource for the District's STEM program.
- A Accessibility and Universal Access

 Perform accessibility audit of facilities, trails, and features to ensure compliance with the Americans with Disabilities Act (ADA), prioritizing any non-compliant items to be brought

Americans with Disabilities Act (ADA), prioritizing any non-compliant items to be brought up to standards. Incorporate universal access design principles as new facilities are constructed and improvements to existing facilities are made.

- B Boundaries and Gates Evaluation/Installation
 - Evaluate the park boundary and install appropriate type of boundary delineation per OCPR Boundary Standards that establishes the park boundary, discourages encroachment, and allows for movement of wildlife. Evaluate the need for installation of automatic gates at park entrance. Incorporate communication program with adjacent landowners.
- C Buildings

Maintain an annually updated inventory of building roofs (materials, colors, inspection results, installation, and repair dates) and building equipment (manufacturer information, inspection results, installation, and repair dates) in the park and forecast timeline for upgrades and replacements. Transition building practices, equipment, materials, and supplies to sustainable alternatives to meet sustainability targets and decrease impact on surrounding environments.

- 7 Youth Activity Area Pavilion Evaluation/Potential Construction see CIP
- 8 Youth Activity Area Restroom Evaluation/Potential Construction see CIP
- F Hardscapes
 - 2 School Property Road and Parking Lot Evaluation/Construction see CIP
- H Playgrounds
 - 3 Play Pockets Design/Installation see CIP
 - 4 Youth Activity Area Playground Design/Construction see CIP
 - 5 Youth Activity Area Outdoor Classroom Design/Construction see CIP
- I Signs

Monument sign 1 2 Current events signs Park rules sign 3 5 Trail wayfinding 5 Interpretive signage Stormwater Infrastructure J Stormwater management Evaluate roadways, parking lots and impervious surfaces for stormwater issues. Identify solutions that will slow entry of stormwater into the lake utilizing green stormwater infrastructure where feasible. Evaluate existing drains and improve to restore functionality or redesign for better function. Κ **Sustainability Improvements** Invest in the park system to prepare for meeting environmental sustainability targets including reducing greenhouse gas emissions, sourcing, or installing renewable energy, electrification of vehicles and equipment, improving water quality and access, reducing water, herbicide, and disposable product use, improving stormwater resilience, and reduction and management of waste. 1 Evaluate the feasibility for installing environmental sustainability improvements at the park and install infrastructure and equipment as feasible and appropriate. Strategize how to provide shelter and/or relief from extreme heat events L Trails and Boardwalks School Property Trail System – Design/Construction – see CIP Μ Utilities and Infrastructure Information Technology Evaluation/Potential Installations Evaluate the need for technological improvements at the park and install infrastructure and equipment as feasible and appropriate. Reconnect electricity and water 3 Reduce resource uses and costs – use Energy Star and water wise solutions Consider eliminating poles with overhead lines and converting to underground utilities Water Access Ν Lake Viewshed Manage shoreline vegetation to restore lake views within park. See Shoreline Restoration project. **Property Management Property Agreements and Restrictions** Coordinate all design and new uses with existing property restrictions

Interlocal Partnership Agreement

VΙ

Capital Improvement Plan (CIP)⁸

The County of Oakland ("County") and the School District of Pontiac ("District") mutually agree to this 5-Year Park Capital Improvement Plan ("CIP") pursuant to Section 4.9 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 ("Interlocal Partnership Agreement").

- 1. Section 4.9 of the Interlocal Partnership Agreement provides: "By May 1, 2025, OCPRC shall create a Park Capital Improvement Plan ("CIP") forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC's current policies and procedures and shall be included in OCPRC's annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the District Representative for comments and recommendations. The Park Capital Improvement Plan shall not be approved or implemented by OCPRC without prior written approval by the District Representative. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the CIP ("District CIP Comment Period"). OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. After receiving the District Representative's written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the District Representative and OCPRC Representative cannot agree to a CIP within thirty (30) Days after the end of the District CIP Comment Period, then OCPRC or District may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvements Projects to the Park. Modifications to the CIP shall be codified according to the procedure set forth in this Section."
- 2. This CIP is the writing contemplated by Section 4.9.
- 3. Section 1.2 of the Interlocal Partnership Agreement defines Capital Improvement Project as "a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset."
- 4. Section 4.4 of the Interlocal Partnership Agreement provides the following regarding Park Improvement Projects: "OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises and shall be owned by the District, including the District accounting for depreciation of any Capital Improvement Projects (if constructed) in the District's financial statements. No Capital Improvement Projects shall occur without the prior written approval of the District's Representative, unless such Capital Improvement Project was included in the Park Capital Improvement Plan created pursuant to Section 4.9.

The Parties shall review this CIP every five (5) years and shall modify it as necessary.

⁸ The Capital Improvement Plan excludes any items that are specific to the City of Pontiac-owned part of Pontiac Oaks. See (OCPRC 10/4/2023, pages 58-63).

Oakland County Parks and Recreation Commission (OCPRC) proposes the following Capital Improvements within the next 5 years following the policies and procedures of OCPRC. Inclusion of the project in this CIP is not a guarantee that the project will be implemented. Each project will be evaluated based on the core values of OCP to ensure the project will meet the needs of the community and residents and is feasible for long-term maintenance. Each project requires final approval by the OCPRC before releasing funding for the project.

Youth Activity Area

Based on public engagement that explores community need for youth-focused play and educational opportunities, create a Youth Activity Area master plan located within the Pontiac School District property that is focused on exploration and learning. Include a variety of play elements and opportunities for multigenerational play. Incorporate the area into the overall Pontiac Oaks Park design that incorporates universal design; and considers community need, site context, and natural resources impacts.

Regional Family Destination: Create an exciting destination with a variety of activities ranging from built play structures to quiet play pockets to nature exploration. Collaborate with the District to include art by and for students into the park. Visitors can also take advantage of the rest of Pontiac Oaks to picnic and enjoy the trails, making it an all-day excursion destination

Outdoor Learning Destination: Honor the educational history of the property and include elements that can be used as an outdoor classroom by District educators, with uses that can be tailored to both general and special needs students, from pre-school through high school. Design outdoor learning spaces for use by educators aligned with the implementation of Michigan Educational Standards and to be a resource for the District's STEM program.

The capital improvement projects below will be incorporated into the Youth Activity Area master plan.

Project ID: 025 Playground Design/Construction

SCOPE: Design and construct a playground focused on exploration and learning. Include a variety of play elements and opportunities for multi-generational play.

Project ID: 026 Outdoor Classroom Design/Construction

SCOPE: Design and install site features that will enhance the use of the park as an outdoor classroom and that encourages exploration and imagination.

Project ID: 022 Pavilion Evaluation/Potential

SCOPE: Consider the need for a pavilion that could be used for family and group gatherings as well as providing space for an outdoor classroom.

Project ID: 023 Restroom Building Evaluation/Potential

SCOPE: Consider the need for a restroom building to serve visitors, families, and school groups.

Project ID: 024 School Property Roads and Parking Evaluation/Construction

SCOPE: Design and construct roads and parking that consider the need for bus parking and safe transfer to and from buses and is that integrates the Youth Activity Area parking with the parking needs for the entire Pontiac Oaks Park.

Project ID: 016 Play Pockets Design/Installation

Scope: Design and install smaller play elements and sensory features throughout the area and along the trail system.

Project ID: 027 School Property Trail System Design/Construction

SCOPE: Design and construct an accessible trail system that enhances the Youth Activity Area by creating connections with nature, encouraging intergenerational exploration, and providing access to play and learning opportunities. Incorporate wayfinding and interpretive signage, play elements and resting places.

Park Operations and Maintenance Plan (POMP)

The County of Oakland ("County") and the City of Pontiac School District ("District") mutually agree to this 5-Year Park Operations and Maintenance Plan ("POMP") pursuant to Section 4.8 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the District, dated February 14, 2025 ("Interlocal Partnership Agreement").

- 1. Section 4.8 of the Interlocal Partnership Agreement provides: "By May 1, 2025, OCPRC shall create an amendment to the Park Operations and Management Plan for Pontiac Oaks to include the Pontiac Youth Activity Area ("POMP Amendment")."
- 2. This POMP Amendment is the writing contemplated by Section 4.8.
- The purpose of this POMP is to describe and delineate the duties and responsibilities of each Party relating to Park operations and maintenance for a 5-year period beginning the date the Transition Period ends.
- 4. Section 1.16 of the Interlocal Partnership Agreement defines "Transition Period" as a period of time commencing on the Effective Date and ending on June 30, 2025 or the date the District Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.
- 5. The Parties agree to the following terms and conditions:

The Parties shall review this POMP every five (5) years and shall modify it as necessary for the efficient and effective operation and management of the Park.

| | | PARK OPERATIONS AND MAINTENANCE TOPIC9 | |
|---|------------|---------------------------------------------------------------------------------|--|
| | | All items are the responsibility of OCP unless otherwise indicated | |
| ı | Park Rules | | |
| | Α | Park Rules are updated annually and approved by the Parks Commission. Rules are | |
| | | posted online at | |

⁹ The Park Operations and Maintenance Plan excludes any items that are specific to the City of Pontiac-owned part of Pontiac Oaks. See (OCPRC 10/4/2023, pages 64-66).

| | | PARK OPERATIONS AND MAINTENANCE TOPIC9 | |
|------|------------------------------|----------------------------------------------------------------------------------------|--|
| | | All items are the responsibility of OCP unless otherwise indicated | |
| V | Con | nmunications and Marketing | |
| | Α | Promotion of events, social media, etc. | |
| VI | Prog | grams and Special Events | |
| | Α | OCP programs and events | |
| | С | External party programs and events | |
| | D | Pontiac School District programs and events require advance notice to schedule. | |
| | | District is responsible for all costs associated with programs and events at the park. | |
| VII | Building Maintenance | | |
| | В | Housekeeping | |
| | Α | Inspections | |
| | | 1 Buildings (monthly) | |
| | В | Repairs and Maintenance | |
| | | 1 Operating budget-funded repairs | |
| | | 2 Maintenance Management Plan-funded repairs | |
| VIII | Park | c Improvements Maintenance | |
| | _ A | Annual inspections | |
| | | 1 Playground (monthly and annually) | |
| | | 4 Stormwater infrastructure (monthly and annually) | |
| | | 2 Boardwalks (annual) | |
| | | 3 Risk assessment (annual) | |
| | В | Repairs and Maintenance | |
| | | 1 Operating Budget-funded repairs | |
| | | 2 Maintenance Management Plan-funded repairs | |
| IX | Gro | unds Maintenance | |
| | A | Trash and Debris Management | |
| | В | Lawn Maintenance | |
| | С | Landscape Maintenance | |
| | D | Parking Lot Maintenance | |
| | | 1 Repairs | |
| | | 2 Striping | |
| | E | Winter Maintenance | |
| | | 1 Snow clearing on paved surfaces | |
| | | 2 De-icing | |
| Х | Nati | ural Resources Management | |
| | A | Forestry Management | |
| | | 1 Hazardous tree management | |
| | В | Natural Areas Stewardship | |
| | | 1 No-mow zones | |
| | | 2 Pollinator gardens | |
| | | 3 Invasive species management | |
| | C | Freshwater Stewardship | |
| | 1 Aquatic species management | | |
| | D | Wildlife Management | |
| ΧI | Utili | Utilities and Telephone | |

| PARK OPERATIONS AND MAINTENANCE TOPIC9 | | | | | | |
|--------------------------------------------------------------------|------------------------|----------------------------------------------------------------------|--|--|--|--|
| All items are the responsibility of OCP unless otherwise indicated | | | | | | |
| | Α | Electric service | | | | |
| | В | Telephone service | | | | |
| XII | Info | ormation Technology | | | | |
| | Α | Maintenance of IT equipment | | | | |
| XIII | Veh | hicles and Equipment | | | | |
| | Α | Management of capital vehicles and equipment, including depreciation | | | | |
| XIV | Adn | dministrative Support | | | | |
| | Α | Fiscal services | | | | |
| | | 1 Annual operating budget | | | | |
| | A Planning | | | | | |
| | | 1 Annual park action plan updates | | | | |
| | | 2 Design master plan | | | | |
| | B Resource Development | | | | | |
| | | 1 Grants management | | | | |
| | | 2 Sponsorship development | | | | |
| | | | | | | |

Park Security Plan¹⁰

The County of Oakland ("County") and the School District of Pontiac ("District") mutually agree to this Park Security Plan pursuant to Section 4.13 of the Interlocal Partnership Agreement between the County and the District, dated February 14, 2025 ("Interlocal Partnership Agreement").

- 1. Section 4.13 of the Interlocal Partnership Agreement provides: "Park Security. OCPRC shall work with the Oakland County Sheriff's Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the District Representative for comments and recommendations. The District shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the security plan. If the District Representative does not respond within the forty-five (45) day period, then the District Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan. Security for the Park or Premises shall be provided by OCPRC solely at the expense of the OCPRC.
- 2. This Park Security Plan is the writing contemplated by Section 4.13.
- 3. The Parties agree to the following terms and conditions:

I Safety Through Design

A safe park environment is well-used by residents, has clear sight lines, and is clean and well-maintained. OCP's park security plan will use these strategies to create and maintain an environment that is safe and welcoming.

- A Consider the safety of park users and crime prevention when designing facilities and amenities at all Oakland County Parks.
- B Establish standard opening and closing hours at the park and place signage to notify park guests of hours of operation. Make all reasonable efforts to notify park guests of changes in opening and closing hours due to weather, special events, or other reasons.

II Technology

Park safety through design will be enhanced by selective uses of equipment and technology. These may include security cameras, motion-activated lights, automatic locks on public buildings, and automatic entry/exit gates.

- A Secure the park after hours. Strategies to secure park may include gated access, security alarm systems, video cameras, and motion-sensor lighting.
- B Create a plan for lighting on buildings, roadways, and parking lots will assist staff in monitoring the park.
- C Evaluate the feasibility of license plate readers as a preventative measure and to assist Sheriff's departments in prosecution if needed.

III Law Enforcement Services

Park security involving patrols and other law enforcement services will be managed at OCP expense and in partnership with the Oakland County Sheriff's Office.

A Instruct Park staff and volunteers are encouraged to report suspicious or illegal activity and/or unsafe conditions to the park Supervisor or their designee.

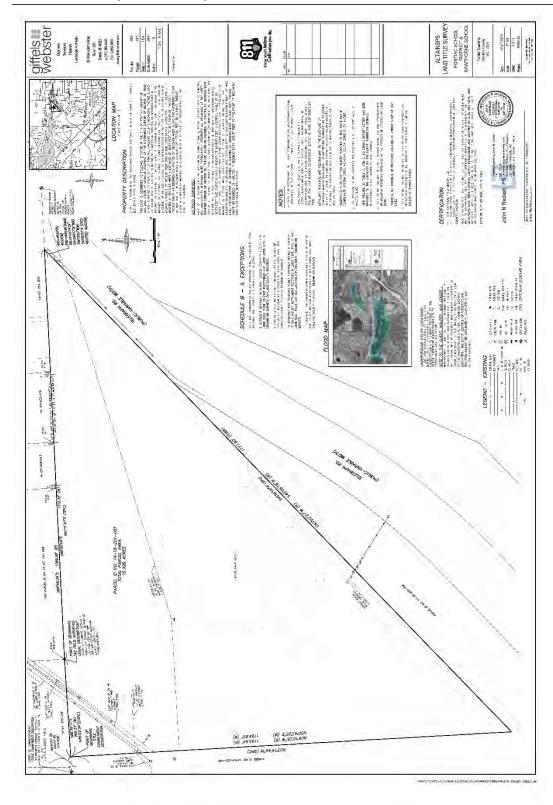
¹⁰ No modifications have been made to the Park Security Plan created for Pontiac Oaks. See (OCPRC 10/4/2023, pages 67-68)

- B Train Park staff and volunteers to call 911 for response by law enforcement personnel, and to not intervene to stop suspicious or illegal activity.
- C Park Deputies will patrol Hawthorne the same as all the Oakland County Parks. They will drive through the park throughout the day. When we have large events at the park they will be scheduled to assist with parking and crowd control.

IV Staff Training

All Park staff will receive training on Emergency Response Plan and Protocols.

Boundary Survey



Interlocal Partnership Agreement (2/14/2025)

INTERLOCAL PARTNERSHIP AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE SCHOOL DISTRICT OF THE CITY OF PONTIAC

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the School District of the City of Pontiac, 47200 Woodward Avenue, Pontiac, Michigan 48342 ("District"). County/OCPRC and the District may also be referred to jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. On June 23, 2023, OCPRC and the City of Pontiac entered into an Interlocal Agreement for the long-term operation, management, planning and maintenance of Hawthrone Park, now known as Pontiac Oaks.
- B. The District is the owner of approximately 18.96 acres of real property Northeast of and adjacent to Hawthrone Park/Pontiac Oaks with a Parcel Identification Number of 14-18-201-001 (hereinafter "Property").
- C. The Parties desire to have OCPRC operate, manage, plan for, and maintain the Property, to extend Hawthrone Oaks/Pontiac Oaks, and give the appearance of one Park to the City of Pontiac residents and Oakland County residents. To effectuate this desire, the County and the District now enter into this Agreement, pursuant to Michigan law, for the purpose of delineating the duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of the Property.

The Parties agree to the following terms and conditions:

- <u>DEFINITIONS</u>. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. <u>Agreement</u> means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. <u>Capital Improvement Project</u> means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
 - 1.3. <u>District</u> means the School District of City of Pontiac, its Board of Education, departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.4. <u>District Employee</u> means any District employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "District Employee" shall also include any person who was a District Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.5. <u>Claims</u> means any alleged losses, claims, complaints, demands for relief or damages,
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lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.

- 1.6. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.7. <u>County Employee</u> means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. Day means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. Effective Date. The date all Parties sign the Agreement.
- 1.10. <u>Exhibits</u> means the following documents, which this Agreement includes and incorporates:
 1.10.1. <u>Exhibit A:</u> describes and depicts the Property.
- OCPRC means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
- 1.12. Park means the park operated and managed by OCPRC on the Property.
- 1.13. Park Fees and Charges means the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by OCPRC associated with the use of the Park.
- 1.14. <u>Park Revenue</u> means the monies generated from the Park Fees and Charges received by OCPRC and grants, gifts, and donations received by OCPRC or by the District for the Park or Property.
- 1.15. Property means the real property that is described and depicted in Exhibit A.
- 1.16. <u>Transition Period</u> means a period of time commencing on the Effective Date and ending on June 30, 2025.

2. AGREEMENT TERM/PROPERTY DESCRIPTION & TERMINATION.

2.1. <u>Agreement Term.</u> This Agreement shall commence on the Effective Date and end twenty (20) years from the Effective Date ("Initial Term"). On the date the Initial Term ends, this Agreement shall automatically renew, without action of either Party, for twenty (20) years ("Renewal Term"). However, if either Party provides written notice to the other Party, at least one hundred eighty (180) days before the end of the Initial Term, of its desire that the Page 2 of 14

Agreement not renew, then the Agreement shall end on the last day of the Initial Term. The non-renewal of this Agreement pursuant to this Section shall not be deemed a termination of this Agreement under Section 2.7. The terms and conditions contained in this Agreement shall not change during the Renewal Term. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 2.2. Agreement Amendments. All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.
- 2.3. Property Subject to Agreement. The District grants OCRPC use of the Property for the purposes and according to the terms and conditions set forth herein.
- 2.4. <u>Use of Property.</u> On the date the Transition Period ends, OCPRC shall have care, control, and use of the Property to operate, manage, plan, maintain, and improve the Property for public recreation activities, as further described and delineated herein, and to provide other recreation activities mutually agreed upon by the Parties. OCRPC shall obtain the District's prior consent, in writing, to use the Property for any purpose not described herein, such consent shall be given by the District's Representative.
- 2.5. Fee for Use of Property. OCPRC shall not pay a monetary fee for the use of the Property. The Parties acknowledge that the services provided by OCPRC during this Agreement are adequate consideration for this Agreement.
- 2.6. <u>Designation of Park & Name of Park.</u> During this Agreement, the Property shall be designated an OCPRC Park with a name mutually agreed to by the Parties during the Transition Period."

2.7. Termination/Expiration.

- 2.7.1. Termination by the District. The District may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Property is no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the District with information at any time during this Agreement that was false or fraudulent; (3) OCPRC materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC, and (4) the District Board of Education votes to terminate this Agreement for convenience in light of the District's mission and strategic goals.
 - 2.7.1.1. Termination by the District in Absence of Default/Breach. If the District terminates this Agreement, in absence of default or breach by OCPRC, then the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
 - 2,7.1.2. Termination by the District for Default/Breach. If the District terminates this Agreement for default or breach by OCPRC, then the District does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2. Termination by OCPRC. OCPRC may terminate this, at any time, if the District

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is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Property is no longer being used for the purposes identified in this Agreement; (2) the District provided OCPRC with information, at any time during the Agreement term, that was false or fraudulent; (3) the District materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the District.

- 2.7.2.1. Termination by OCPRC in Absence of Default/Breach. If OCPRC terminates this Agreement in absence of default or breach by the District, then the District does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2.2. Termination by OCPRC for Default/Breach. If OCPRC terminates this Agreement for default or breach of the District, then the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
- 2.7.3. <u>Disposition of Personal Property Upon Expiration/Termination of Agreement.</u> Upon expiration or termination, for any reason, of this Agreement each Party shall retain ownership of personal property purchased by them, unless the Parties otherwise agree in writing. "Personal property" does not include buildings or fixtures.
- 2.7.4. Condition of Park Upon Expiration/Termination of Agreement. Upon the expiration or termination of this Agreement, OCPRC shall cease all Park management and operation, surrender the Property to the District, and cooperatively work with the District to transfer Park management and operation.

3. TRANSITION PERIOD.

3.1. <u>Transition Period.</u> This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park management and operations to OCPRC.

3.2. Park Information.

- 3.2.1. Grants & Endowments. Within thirty (30) days of the Effective Date, the District shall provide OCPRC copies of any grant agreements, endowment agreements, or other agreements, if any, which impose restrictions and conditions upon the Property and its use.
- 3.2.2 Agreements between the District and Third Parties. Within thirty (30) days of the Effective Date, the District shall provide OCPRC copies of all third-party agreements relating to the use, management, or operation of the Property, if any. OCPRC is not under any obligation to assume any third-party agreements relating to the management or operation of the Property.

3.3. Rights and Obligations During the Transition Period.

3.3.1. Park Operation and Maintenance During Transition Period. During the Transition Period, the District shall be responsible to operate and maintain the Property and to pay for all costs associated therewith.

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- 3.3.2. County Right to Access the Property. During the Transition Period, OCPRC may access the Property to perform maintenance, restoration, repairs, security, and improvements to the Property, mutually agreed to by the District Representative and OCPRC Representative in writing.
- 3.3.3. <u>Property Inspections.</u> During the Transition Period, OCPRC shall inspect the infrastructure and conditions of the Park. The inspection shall be codified in a written document to illustrate the condition of the Property at the end of the Transition Period.
- 3.3.4. Park Planning. During the Transition Period, OCPRC shall: (1) assume primary responsibility for Park planning and (2) regularly consult with the District about such planning. Such planning shall also take into consideration information obtained, from City of Pontiac Residents, during community forums held during the transition of Hawthrone Park to Pontiac Oaks.
- 3.3.5. <u>Park Programming.</u> During the Transition Period, OCPRC may organize and host mutually agreed upon recreation programs, events, volunteer activities, and other activities on the Property.

3.4. Environmental Condition.

- 3.4.1. <u>Environmental Assessments.</u> During the Transition Period, OCPRC shall examine the Property and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.
- 3.4.2. <u>Copies of Environmental Assessments.</u> OCPRC will provide the District with a copy of the Phase I ESA and any other environmental assessments. OCRPC shall take possession of the Property subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.
- 3.4.3. <u>Termination Related to Environmental Assessments.</u> Notwithstanding any other provision, OCPRC or the District may terminate this Agreement prior to the end of the Transition Period, if either Party is not satisfied with the condition of the Property as evidenced by the Phase I ESA or other environmental assessment performed pursuant to this Section.

4. PARK GOVERANCE & OPERATIONS.

- 4.1. <u>Agreement Administration</u>. The District Board of Education President or successor or their written designee is the District's Agreement Administrator (hereinafter "the District's Representative"). The OCPRC Director or successor or their written designee is OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of their written designees.
- 4.2. <u>Disputes.</u> All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the District Representative and the OCRPC Representative for possible resolution. If the District Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.
- 4.3. Park Management and Operations. Except as otherwise provided by this Agreement,

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OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. The OCPRC Master Plan can be found on the OCPRC website and includes the following core values: (a) Diversity, Equity, and Inclusion, (b) Health and Wellness, (c) Environmental Sustainability and Natural Resource Stewardship, and (d) Fiscal Responsibility and Organizational Excellence. OCPRC shall manage and operate the Park with OCPRC staff, volunteers, and contractors pursuant to the plans and programs set forth and described herein, including the Park Operations and Management Plan in Section 4.8.

- 4.4. Park Improvement Projects. OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Property and shall be owned by the District, including the District accounting for depreciation of any Capital Improvement Projects (if constructed) in the District's financial statements. No Capital Improvement Projects shall occur without the prior written approval of the District's Representative, unless such Capital Improvement Project was included in the Park Capital Improvement Plan created pursuant to Section 4.9.
- 4.5. Park Maintenance/Repairs. OCPRC shall be responsible to provide and perform (either directly or through third parties) maintenance and repairs for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein.
- 4.6. <u>Park Utilities and Services</u>. OCPRC shall be responsible to provide the utilities and services, it deems necessary for the operation of the Park. The provision of and costs for the utilities shall be set forth in the plans and programs set forth and described herein. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Property.
- Park Action Plan. By May 1, 2025, OCPRC shall create an amendment to the Park Action 4.7. Plan for Pontiac Oaks to include the Property ("Amendment"). The Amendment shall be created pursuant to OCPRC's current policies and procedures and shall be consistent with the Pontiac Oaks Park Action Plan. Once completed, OCPRC shall submit the Amendment to the District Representative for comments and recommendations. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Amendment, OCPRC Representative shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Amendment shall not be approved or implemented by OCPRC without prior written approval by the District Representative. If the District Representative does not respond within the thirty (30) day period, then the District Representative is deemed not to have any comments or recommendations. Notwithstanding any other provision, if the District Representative does not approve the Amendment by June 30, 2025, OCPRC or District may terminate this Agreement. Such termination shall not be deemed a breach or default of the District. Modifications to the Amendment shall be codified according to the procedure set forth in this Section.
- 4.8. Park Operations and Management Plan. By May 1, 2025, OCPRC shall create an amendment to the Park Operations and Management Plan for Pontiac Oaks to include

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the Pontiac Youth Activity Area ("POMP Amendment"), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP Amendment shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the POMP Amendment to the District Representative for comments and recommendations. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the POMP Amendment. If the District Representative does not respond within the thirty (30) day period, then the District Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP Amendment. After receiving the District Representative's comments and recommendations or passage of the thirty (30) day period (whichever is first), OCPRC shall commence to have the POMP Amendment adopted and implemented pursuant to its policies and procedures. Modifications to the POMP Amendment shall be codified according to the procedure set forth in this Section.

- Park Capital Improvement Plan. By May 1, 2025, OCPRC shall create a Park Capital Improvement Plan ("CIP") forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC's current policies and procedures and shall be included in OCPRC's annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the District Representative for comments and recommendations. The Park CIP shall not be approved or implemented by OCPRC without prior written approval by the District Representative. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the CIP ("District CIP Comment Period"). OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however. OCPRC is not obligated to incorporate such comments and recommendations into the CIP. After receiving the District Representative's written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures Notwithstanding any other provision in this Agreement, if the District Representative and OCPRC Representative cannot agree to a CIP within thirty (30) Days after the end of the District CIP Comment Period, then OCPRC or District may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the CIP shall be codified according to the procedure set forth in this Section.
- 4.10. Park Access/Parking. OCPRC shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park) and where patrons will park while using the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. In no event shall any resident of the District incur any fee or charge for entering the Park or Property or for parking a vehicle in or on the Park or Property.
- 4.11. Endangered Species. The Parties acknowledge that the Property or portions thereof may

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- be subject to restrictions or closures, if endangered species are present.
- 4.12. Park Rules. During this Agreement, the Park and Property shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise provided by this Agreement.
- 4.13. Park Security. OCPRC shall work with the Oakland County Sheriff's Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the District Representative for comments and recommendations. The District shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the security plan. If the District Representative does not respond within the forty-five (45) day period, then the District Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan. Security for the Park or Property shall be provided by OCPRC solely at the expense of the OCPRC.
 - 4.14. <u>Signs.</u> OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall seek the District's input regarding the design of any new sign at the entrance to the Park.
 - 4.15. <u>Volunteers</u>. OCPRC will use volunteers at the Park in various capacities. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
 - 4.16. Sponsorship of Events/Programs at Park by Third Parties. Without approval from the District, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to OCPRC's policies and procedures.
 - 4.17. Use of Park by Third Parties. Notwithstanding any other provision in this Agreement, OCRPC may license use of the Park to third parties for events or programs, without approval from and notification to the District. OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC's policies and procedures and shall make its best efforts to notify the District of such events and programs in writing. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC.
 - 4.18. Use of Park by the District. The District may use the Park for District-sponsored community-wide events or programs at no cost, charge, or fee, if such use does not conflict with scheduled events or programs. To avoid scheduling conflicts at the Park, the District shall reserve use of the Park for its events or programs, through OCPRC. The District shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs.

5. PARK FINANCES.

5.1. <u>Establishment of Park Fees & Charges</u>. OCPRC shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to OCPRC's current policies and procedures. Notwithstanding any other provision in this Agreement, at no time shall City Residents and Oakland County Residents be charged a fee for entry into the Park or the Property or for parking at the Park or on the Property.

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- 5.2. Park Revenue. Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC's. The Park Revenue shall not be deposited in the County's general fund, but shall be deposited into the account associated with the Park within the OCPRC budget. OCPRC shall record the monies of all Park Revenue according to generally accepted accounting principles and in a manner similar to how OCPRC records other revenue it collects and receives.
- 5.3. Annual Accounting and Audits. OCPRC shall provide the District with an annual accounting of Park Revenue consistent with OCPRC's policies and procedures. The District has the right to annually review and audit OCPRC's records related to Park Revenue.
- 5.4. Park Grants. The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC shall assist the District in applying for and managing grants related to the Park.

6. ASSURANCES/LIABILITY/INSURANCE.

- 6.1. <u>Title to Property.</u> The District warrants that it has fee simple title to the Property and the authority to enter into this Agreement. The District, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging the District's right to execute this Agreement or OCPRC's use of the Property as set forth herein.
- 6.2. <u>Liability for Claims.</u> Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.3. <u>Liability for Claims Prior to the Agreement Effective Date.</u> The District shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at the District's sole expense, any Claim that occurred prior to the Effective Date or that was incurred and not reported prior to the Effective Date.
- 6.4. <u>Liability for Environmental Matters.</u> Notwithstanding any other provision, OCRPC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Property, which existed on the Property prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3.
- 6.5. <u>Legal Representation.</u> Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 6.6. <u>Responsibility for Costs/Fines/Fees</u>. Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.7. No Indemnification/Reimbursement. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.8. Governmental Function/Reservation of Rights. Performance of this Agreement is a governmental function and government service. This Agreement does not, and is not

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- intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 6.9. <u>Limitation of Liability.</u> In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

6.10. Insurance.

- 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
- 6.10.2. If the District purchases a special event insurance policy for use the Property, for whatever reason, then the District shall name the County and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as "additional insureds" on such policy.
- 6.10.3. The District, shall obtain real property insurance for future buildings and structures located on the Property whether built by the District or OCPRC. If a building or structure that is covered by the District's real property insurance is damaged or destroyed, OCPRC shall repair or replace the building or structure and the District shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure. OCPRC shall invoice the District for the costs of the repair or replacement and the District shall paid such invoice within thirty (30) calendar Days. However, OCPRC shall reimburse the District for insurance premiums related to buildings and structures constructed on the Property by OCPRC.
- 6.11. Waste. OCPRC shall not commit or allow to be committed any waste or nuisance on the Property and will not use, or allow the Property to be used, for any unlawful purpose.

6.12. Compliance with Laws.

- 6.12.1. OCPRC shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Property and Park. OCPRC shall obtain any necessary permits regarding its use of the Property.
- 6.12.2. OCPRC acknowledges that any violations of the federal, state, or local regulations or convictions of any resource violations may be considered a default by OCPRC and the District may terminate this Agreement, as provided herein.
- 6.13. <u>Authorization.</u> The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. GENERAL TERMS AND CONDITIONS.

7.1. No Interest in Property. Through this Agreement, OCPRC shall have no title interest in and/or to the Property or any portion thereof and has not, does not, and will not claim any

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- such title or any easement over the Property.
- 7.2. <u>Delegation or Assignment</u>. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the District shall be given by the District Representative.
- 7.3. No Employee-Employer Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the District.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 7.5. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 7.6. <u>Severability</u>. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 7.7. <u>Captions</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.8. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 7.9. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
 - 7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Page 11 of 14

- Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 7.9.2. If Notice is sent to the District, it shall be addressed and sent to: School District of the City of Pontiac, Attn: Dr. Kimberly Leverette, Interim Superintendent, 47200 Woodward Ave, Pontiac, MI 48342.
- 7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 7.10. Governing Law/Consent To Jurisdiction And Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 7.11. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.
- 7.12. Entire Agreement. This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Property. This Agreement and the referenced Affidavit supersede all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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| IN WITNESS WHEREOF, Dr. Kimberly Leverette h Board of Education, to execute this Agreement. | as been authorized by a resolution of the District |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| EXECUTED: Dr. Kembry L. Lewert | DATE: 12-18-24 |
| WITNESSED: Susan Parent | DATE: 12/18/24 |
| IN WITNESS WHEREOF, David T. Woodward, Chairpe has been authorized by a resolution of the Oakland Coun | erson, Oakland County Board of Commissioners, ty Board of Commissioners to execute this |
| Agreement. EXECUTED: David T. Woodward (Feb 14, 2025 16:51 EST) | DATE: Feb 14, 2025 |
| David T. Woodward, Chairperson Oakland County Board of Commissioners | |
| WITNESSED: | Peb 14, 2025 |
| EXECUTED: Lany Bagley Ebony Bagley, Chairperson | DATE:1/8/2025 |
| Oakland County Parks and Recreation Commission WITNESSED: | DATE:1/8/2025 |

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INTERLOCAL PARTNERSHIP AGREEMENT (Final Version 12-13-24)

EXHIBIT A

Parcel: 14-18-201-001

Legal Description: T3N, R10E, SEC 18 PART OF N 1/2 OF SEC BEG AT PT DIST N 85-49-34 E 1714.51 FT FROM NW SEC COR, TH N 85-49-34 E 1382.58 FT, TH ALG CURVE CONCAVE NWLY, RAD 1849.86 FT, CHORD BEARS S 44-17-14 W 48.67 FT, DIST OF 48.68 FT, TH S 45-02-27 W 1777.80 FT, TH N 04-10-26 W 1193.64 FT TO BEG 18.96 A



Page 14 of 14

INTERLOCAL PARTNERSHIP AGREEMENT (Final Version 12-13-24)

Approvals

The Park Action Plan Amendment was approved via email by Interim Superintendent Kimberley Leverette on June 20, 2025.

References

- ASTI/PEA. 2/13/2025. Phase I Environmental Site Assessment 615-645 Walton Boulevard and Parcel 1418201001 North Telegraph Road Pontiac, Oakland County, Michigan. Brighton MI: ASTI Environmental.
- OCPRC. 10/4/2023. *Pontiac Oaks Park Action Plan for Hawthorne Park, City of Pontiac, Michigan.* Waterford, MI: Oakland County Parks and Recreation Commission.
- Pontiac. 1/29/2021. *Pontiac Parks and Recreation Master Plan 2021-2025*. Pontiac MI: City of Pontiac City Council.
- School District of the City of Pontiac and County of Oakland. 2/14/2025. *Interlocal Partnership Agreement*. Waterford MI: Oakland County Parks and Recreation Commission.

Appendix A. History of Hawthorne School

Compiled by Carol Bacak-Egbo, Oakland County Parks Historian – June 3, 2025

1941 - The city of Pontiac appears to have gotten around 93 acres of land in the northwest area of the city from the state of Michigan. It is unclear how the land was deeded to the city.

1947 map (right) showing the city of Pontiac land (in blue)

1952 The city of Pontiac deeded about 19 acres of the land it had acquired in 1941 to the School District of Pontiac. – see green on map below.





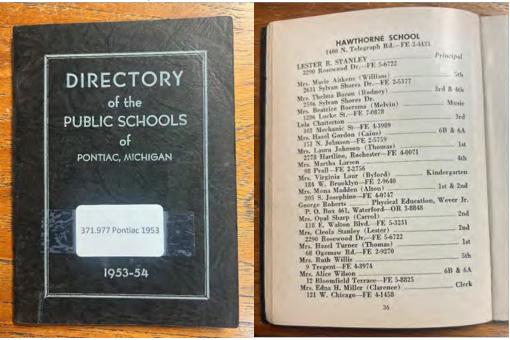
1953 Hawthorne Elementary was built on the land deeded to the school district by the city of Pontiac. The school was named after the author, Nathaniel Hawthorne, following a naming pattern used by the school district at the time. Hawthorne Park was developed by the city of Pontiac a few years later. The park virtually surrounded the school and was used frequently for nature study and other school events

Naming of Pontiac Elementary Schools:

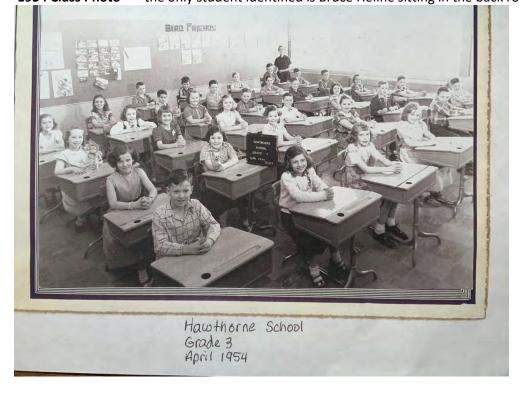
Naming of the Building

It has been traditional in the Pontiac School District to name elementary schools after deceased literary figures. **1953-54** Hawthorne Elementary opened for the 1953-54 school year. Lester R. Stanley was the principal. He had previously been the principal at Wever Elementary from 1946 to 1953.

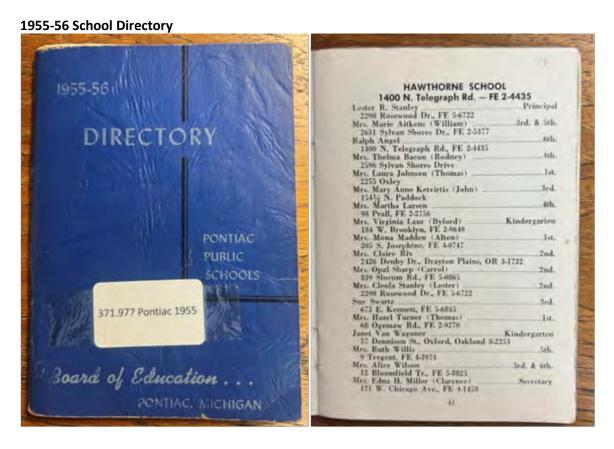




1954 Class Photo¹¹ – the only student identified is Bruce Heline sitting in the back row next to the teacher.



¹¹ Source: https://www.facebook.com/photo?fbid=10232704904017691&set=pcb.2748467622018260



1958 or 1959 – A memorial tree and 'headstone" were placed in the 'courtyard' of the school in honor of a student who had died. Reference to this event was made in January of 2016 during the public comment section of a meeting of the Pontiac City Planning Commission where rezoning of an area including the former Hawthorne School site was discussed and the following comment was made:

"Ms. Jackie Talbot, 103 Clyde Avenue, Waterford, Michigan stated she grew up on 2290 Austin Street in Pontiac and went to Hawthorne School and had a sister who died when she was going to that school and they dedicated a tree and put a headstone in the courtyard of the school in 1958 or 1959 and 18 that tree and headstone are still there and that she objects to moving the memorial and to the development."

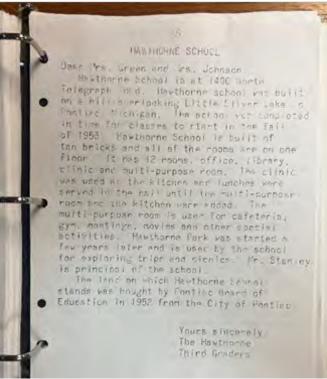




¹² Source: https://www.facebook.com/photo/?fbid=10232704904817711&set=pcb.2748467622018260

1960 – Third graders in Pontiac's elementary schools created school histories as part of a district project. Students at Hawthorne Elementary contributed to the project with a history of their school. They described their school as being built on a hill overlooking Little Silver Lake. They wrote that it was built of tan bricks and had just one floor. At the time it had 12 rooms, office, library, clinic and multi-purpose room. The Clinic was used as the kitchen and lunches were served in the hall until the multi-purpose room and the kitchen were added. They wrote that the multi-purpose room was used for a cafeteria, gym, meetings, movies and other special activities. They also wrote that Hawthorne Park was started a few years later and was used by the school for exploring trips and picnics. They stated that the land on which the school was built was bought by the Pontiac Board of Education in 1952 from the City of Pontiac.





1963-64 School Directory – William E Neff began this school year as principal. However, in mid-November he was transferred to Whitfield at the conclusion of the Thanksgiving break due to the illness of Principal Vida Walker. He later became Assistant Superintendent for Clarkston Community Schools, a position he maintained for over 20 years. He died in 2023 at the age of 91. ¹³

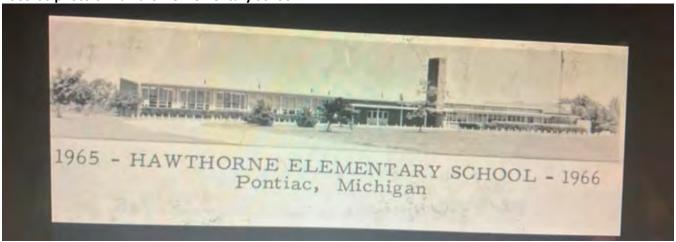


¹³ Source: https://www.wintfuneralhome.com/obituary/william-neff



| CAFETERIA PERSONNEL | Mrs. Edith Smith | Librarian | | |
|----------------------------------------------------------------------------------------|------------------------------------------------------------|-----------|--|--|
| Mrs. Emma Cooper (Jessie) | Mrs. Cleola Stanley (L. R.) | 2nd & 3rd | | |
| Mercides Fitzpatrick | Mrs. Hazel Turner (Thomas) | 1st & 2nd | | |
| MAINTENANCE PERSONNEL | Joyce Watson | 3rd | | |
| Oral Johnson Engineer "C" 3086 Rockhaven, UL 2-4423 | Luther Wilson 2751 Mann Rd., OR 3-8228 | 6th | | |
| Don Brooks Bus Driver-Custodian 5045 Greenview, Clarkston, 625-1845 | Mrs. Mary Hill (William E.) | Secretary | | |
| Albert Simonson | o, w. sagan, | | | |
| | CAFETERIA PERSONNEL | | | |
| HAWTHORNE SCHOOL 1400 N. Telegraph Rd. — FE 2-4435 | Mrs. Delema Davidson (Douglas) 99 W. Beverly, FE 5-6325 | | | |
| | Mrs. Florence Lilliquist (John) | Helper | | |
| William E. Neff Principal | 331 Newport FE 4-8159 | | | |
| Mrs. Elizabeth Adams (Brady) | Mrs. Marie Mihay (Pete) 2275 Rosewood Dr., FE 4-4164 | Cook | | |
| Mrs. Marie Aitkens | | | | |
| 2631 Sylvan Shores, FE 2-5377 | MAINTENANCE PERSONNEL | | | |
| Mrs. Beatrice Boersma (Melvin A.) Vocal Music 1286 Locke Street, FE 5-7596 | Lewis Anthony | | | |
| Mrs. Mossie Cheek (Curtis) Kindergarten 61 W. Fairmount, FE 4-6776 | Robert Whittenberg | Custodian | | |
| Wilfred Duff Physical Education 431 Second Street, 334-7359 | 274 S. Anderson, FE 8-0764 | | | |
| Mrs. Jackie Hoisington (Jack) 4th | | | | |
| Mrs. Laura Johnson | | | | |
| Richard Litzler 4th | | | | |
| Mrs. Arletta Nyberg Instrumental Music 541 East 14 Mile Road, Birmingham, 647-2284 | | | | |
| Mrs. Mayme Rinker (Earl) 2nd 6585 Lanman Rd., Rt. 2, Drayton Plains, OR 3-9113 | | | | |
| Mrs. Lucile Schell (Francis) Special Education 465 S. Evansdale, Birmingham, MI 6-7830 | | | | |
| Carl F. Shaw Instrumental Music 1863 Webster, Birmingham, MI 7-1851 | | | | |
| 69 | 63 | | | |

1965-66 photo of Hawthorne Elementary School¹⁴



1965-66 Class Photo¹⁵



1968/69 James R. Davis was principal of Hawthorne Elementary

¹⁴ Source: https://www.facebook.com/photo/?fbid=10232704903257672&set=pcb.2748467622018260

¹⁵ Source: https://www.facebook.com/photo?fbid=10232704903737684&set=pcb.2748467622018260

1969/70 James R. Davis was principal of Hawthorne Elementary

1970/71 Philip Wargelin was principal of Hawthorne Elementary – He had been the first principal of Pontiac Northern when it opened in 1958. The school auditorium of that school was named for him. He served as principal of both Hawthorne and Pontiac Northern during the 1970/71 school year. He retired from the school district in 1974. He had also served as principal at Wilson Elementary and Lincoln Junior High. He died in 1994 at the age of 85.

1971 – Hawthorne Elementary was closed. A newspaper article from 1979 stated that as a result of the court order to desegregate Pontiac Schools, the school district closed 7 elementary schools in order to make the integration plan work. Some of these schools were later torn down. Hawthorne, however, was used as a special education center and became the Hawthorne Learning Center.

By 1976 Hawthorne Elementary had become a special education center named Hawthorne Learning Center Between 1974 and 1990 The Hawthorne Learning Center was expanded. The new sections are evident in the 1980 and 1990 aerial photos. By 1997, much of those sections were gone as evidenced in the 1997 aerial photograph. The Pontiac School District had used 'portable classrooms' at some elementary schools, so it is possible these were similar units.



Between 1974 and 1990 The Hawthorne Learning Center was expanded. The new sections are evident in the 1980 and 1990 aerial photos. By 1997, much of those sections were gone as evidenced in the 1997 aerial photograph. The Pon®ac School District had used 'portable classrooms' at some elementary schools, so it is possible these were similar units.

1974 Aerial photo



1980 Aerial photo



1990 Aerial photo



1997 Aerial photo



1976 – An article from the Detroit Times described a donation that was made from a telethon to the Hawthorne Learning Center as a contribution to help support the center's participation in the Special Olympics. The donation was accepted by Mark Beauchamp, who had won gold medals in the State of Michigan Special Olympics, Hawthorne instructional aide Alda Smalinskas and physical education instructor Carolyn Densley. The article stated that several Hawthorne students had won a total of 25 medals in the 1976 Special Olympics.

1977/78 Sister Barbara Cline was listed as the principal of Hawthorne Learning Center. In 1977 she earned her Ph.D. from Michigan State University in Special Education Administration. Her dissertation was titled: *The Development of a Pre-academic Instructional Program for the Moderately and Severely Mentally Retarded.* In 1998 she won the Michigan Association for Infant Mental Health (MI-AIMH) Selma Fraiberg Award. "She has used her education, her knowledge and practical experience to help children, parents, health care specialists, clinicians, parishes, dioceses, public school systems and religious communities in the USA, the Holy Land and Mid-East countries, and Cameroon, Egypt and Morocco in Africa."





SELMA FRAIBERG AWARD

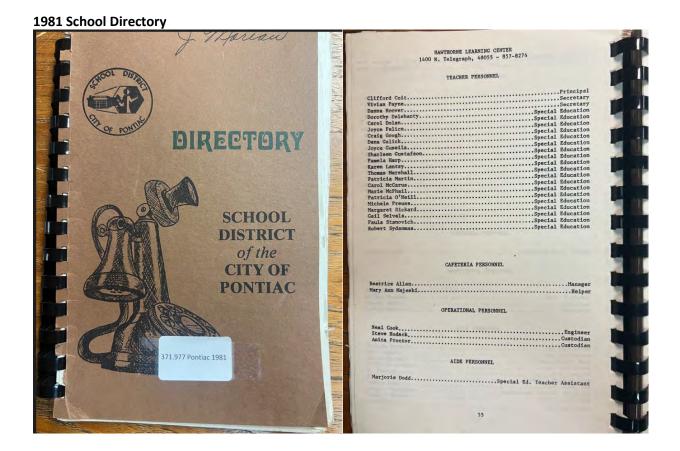
The Selma Fraiberg Award honors individuals or a group of individuals in the area of service, program administration, training or research who directly assist MI-AIMH to achieve its mission and purpose: to promote/support nurturing relationships for all infants and facilitate the realization of infancy as a significant period in human development.

Sister Barbara Cline, Early On Trainer and Technical Assistant Sister Barbara has made a lifelong commitment to nurturing children, families, colleagues, and communities. An extremely hard-working, patient, calm, capable trainer with the Early On Personnel Development System, she also works with families through parenting groups, counseling and consulting sessions.



Sister Barbara Cline has most recently been working for the Grand Rapids Archdioceses as well as a community in Vermont. An email has been sent to her most recent email address.

Sister Barbara Cline, F.S.E. (left)



April 1984

A groundbreaking ceremony was held for a new, specially-equipped park/playground at the Hawthorne Learning Center (see next page). The park was a project spearheaded by Pontiac Police Officer James Ferrens. The funds to initiate the park came from a \$25,000 donation from businessman, Floyd J. Shotwell. As a result, the park was to be named the "Floyd J. Shotwell Recreational Park for the Handicapped." Officer Ferrens raised additional money in order to complete the park which can be seen in the 1990 aerial photograph.

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Park for disabled on way to reality

By SUSAN BARBIERI-ROBINSON From Press Suecial Writer

Pontiac police officer James Ferrens went to the Hawthorne Learning Center one day in March to answer a routine complaint. He had never been to the school, so one of the teachers volunteered to show him around. She had a young boy with her.

The child put one small, unsteady brown hand into his and began an arduous walk down the hallway. He was wearing a helmet to protect his head in case his legs buckled beneath him. The boy suffers from muscular dystrophy.

"He needed two adults just to help him walk down the hall," the 40-yearold Ferrens says. "It really got to me. I guess I'm just an ol' bleeding heart."

The children at the Hawthorne Learning Center in Pontiac are severely impaired either physically or mentally. Most are confined to wheelchairs and have never taken a ride on a swing or a slide. Ferrens wants to help change that

SINCE HIS VISIT, Ferrens has spent much of his time cajoling Oakland County residents and business owners into donating money for a speciallyequipped park for the 150 handicapped children at the school.

The proposed park will cost about \$50,000 and will include swings, slides and a merry-go-round adapted for wheelchairs. There will be an elevated garden, a paved track for taking "walks," and activity stations scattered around the park's perimeter.

Ferrens has big plans for the park, which he says will be the only one of its kind in Michigan. After the initial \$50,000 is collected, he hopes to raise an additional \$25,000 for a swimming pool designed to accommodate the handicapped. He also envisions a path connecting the park to nearby Silver Lake, where the children could take summertime rides on a pontoon boat.

FERRENS, A 15-year veteran of the Pontiac Police Department, said he has



been involved in several fundraising efforts over the past year, but this one is by far the most worthwhile.

"Oakland County residents spend thousands of dollars on projects that have little real meaning," he said. "What better program could you help finance than a program like this?"

Though he enjoys talking about the handicapped kids and the playground, Ferrens said he is awkward when it comes to asking people for money.

"I went out in the business community to try and raise some money. I went to a gentleman, gave him the development plan book, talked to him about the kids, but I didn't have the nerve to ask him for money. So I didn't ask for anything.

"The other day he called. He wanted me to meet him because he wanted to make a donation — a \$25,000 donation."

The park will be named the Floyd J. Shotwell Recreational Park for the Handicapped in honor of that businessman.

Ferrens estimated he needs at least \$20,000 more to complete the projects. Until that amount is reached, he said he'll continue knocking on doors while patroling his beat.

Floyd J. Shotwell, who donated \$25,000 toward what will be called the Floyd J. Shotwell Recreational Park for the Handicapped, applauds with students and guests of Hawthorne Learning Center in Pontiac at groundbreaking ceremony last Friday.



1990 Aerial Photo showing the Shotwell Recreational Park



Between 2002 and 2005 The Hawthorne Learning Center was demolished.

2002 Aerial photograph



2005 Aerial Photograph



July 17, 2023 – Death of Ernest Allen, Sr. at age 85 - Ernest Allen had been both a teacher and principal at Hawthorne Learning Center. He had a Master's Degree in Special Education from Tuskegee University. Both during and after college, he was actively involved in the Civil Rights Movement. He came to Pontiac in the late 1960s and for 25+ years "dedicated himself to the betterment of children in the Pontiac School District." In addition, he served as a City Councilman and as Deputy Mayor for the City of Pontiac from 1995 – 2001. His personal stories and oral histories were recorded as part of the *Voices of Civil Rights* and catalogued in the Library of Congress. ¹⁶

March 2025 – An Oakland County Times article stated that Oakland County Parks had acquired the former Hawthorne Elementary School site and lakefront property on Walton Boulevard which expanded the park from 77 acres to 113 acres. This was the result of a new partnership agreement with the Pontiac School District. A grant from Ducks Unlimited funded continued acquisition of smaller parcels on the north shore of Cregar Lake.



Pontiac, MI – A major expansion is on tap for Pontiac Oaks County Park (formerly Hawthorne Park) thanks to a new partnership agreement between Oakland County Parks (OCP) and the Pontiac School District and acquisition of additional land through a grant funded by Ducks Unlimited.

With the addition of the former Hawthorne Elementary School site and the newly acquired lakefront property on Walton Boulevard, the existing 77-acre park will be expanded to 113 acres. "An extraordinary transformation is underway at Pontiac Oaks that will result in a revitalized and expanded park with an abundance of family-friendly recreational activities for the community to enjoy," Parks Director Chris Ward said. "Oakland County Parks is proud of the role we are playing in giving this gem of an outdoor space a much-needed new lease on life. We are grateful to the elected officials who supported this important new partnership and for the infusion of grant funds from Ducks Unlimited that have made this exciting next chapter for Pontiac Oaks possible." ¹⁷

¹⁶ Source: https://www.modetzfuneralhomes.com/obituaries/Ernest-Allen-Sr?obId=28480106

¹⁷ Source: https://oaklandcounty115.com/2025/03/22/pontiac-oaks-to-expand-by-36-acres-thanks-to-ducks-unlimited-grant/

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 4

Department: Operations

From: Jim Dunleavy, Manager – Park Operations

Subject: Beaudette Park License Agreement and Consent to Work

INTRODUCTION AND HISTORY

A facility evaluation was conducted by DLZ for Beaudette Park in the City of Pontiac. Multiple critical deficiencies were noted for the 1950s era restroom building. DLZ recommended removal of the entire structure and replacing it with a new structure, including underground plumbing lines. DLZ provided a cost opinion of removal only of existing infrastructure of \$84,000. An estimate received from DLZ to renovate the building was \$692,731.

OCP was approached by the City of Pontiac and asked to evaluate the possibility for OCP staff to renovate and improve the bathrooms with OCP resources at a lower cost to be reimbursed by Pontiac when the project is completed. OCP staff performed the evaluation and estimated the project could be completed for \$187,770.

OCP and Pontiac staff have developed a scope of work that includes:

- Obtain all required local permits and approvals.
- Remove flat roof and replace with pitched roof.
- The building floor plan will remain the same.
- Remove and replace ventilation, partitions, fixtures and hardware, interior and exterior surfaces and apply new finishes. OCP Project Manager will confer with Pontiac Parks Director on selection of fixtures and hardware.
- Add a child's changing table to the women's restroom at a minimum. Evaluate potential
 to install changing tables to both restrooms and/or upgrade to adult size changing table.
- Remove and replace concrete around the building.

The attached License Agreement and Consent to Work has been created to facilitate OCP staff to perform the work within Beaudette Park in Pontiac.

ATTACHMENTS

- 1. License Agreement and Consent to Work Beaudette Park Restroom Facility
- 2. Exhibit A Property
- 3. Exhibit B Work

STAFF RECOMMENDATION

Staff recommends approval of the License Agreement and Consent to Work Beaudette Park – Restroom Facility.

MOTION

Move to approve the License Agreement and Consent to Work Beaudette Park – Restroom Facility.

License Agreement and Consent to Work Beaudette Park – Restroom Facility



This Agreement is made between the County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively "OCPRC") and City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342 ("hereinafter "Public Body"). OCPRC and Public Body may be referred to individually as "Party" and jointly as "Parties."

Introduction

- A. A facility evaluation was conducted by DLZ for Beaudette Park in the City of Pontiac in August 2024.
- B. Multiple critical deficiencies were noted for the 1950s era restroom building. DLZ recommended removal of the entire structure and replacing it with a new structure, including underground plumbing lines.
- C. DLZ provided cost opinions for removal only (\$84,000) and for renovation (\$692,731) of restroom building.
- D. OCPRC was approached by the Public Body and asked to evaluate renovation and improvements of the restroom using OCPRC resources at a lower cost. OCPRC staff performed the evaluation and estimated the project could be completed for \$187,770.

In consideration of the mutual promises, obligations, representations, and assurance in this Agreement, the Parties agree to the following:

1. Use of Property.

- 1.1. **Property.** The real property that may be accessed and used under this Agreement is described and depicted in Exhibit A (hereinafter "Property"). Exhibit A is incorporated into this Agreement.
- 1.2. <u>Work.</u> OCPRC or its contracts shall renovate and improve the restroom building on the Property pursuant to the specifications and plans set forth in Exhibit B. The renovations and improvements described and set forth in Exhibit B are hereinafter referred to as "Work." Exhibit B is incorporated into this Agreement.
- 1.3. <u>License/Access.</u> OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access and use the Property and perform the Work.
- 1.4. **Fee.** There shall be no fee charged by Public Body for access to and use of the Property.
- 2. <u>Term of Agreement.</u> The Term of this Agreement shall commence on the date it is fully executed and end on December 31, 2025.

- 3. <u>Condition of Property.</u> During this Agreement, OCRPC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC's use of the Property shall not cause damage or waste to the Property.
- 4. <u>Condition of Property upon end of Agreement.</u> Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCRPC shall leave the Property in a similar condition that OCPRC found it.
- 5. Compliance with Law & Permits/Licenses.
 - 5.1. <u>Compliance with Law.</u> Public Body and its officials, employees, volunteers, agents, and contractors and OCPRC and its officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.
 - 5.2. <u>Discrimination.</u> Public Body and its officials, employees, volunteers, agents, and contractors and OCPRC and its officials, employees, volunteers, agents, and contractors, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
 - 5.3. State & Federal Licenses/Permits/Approvals. Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Public Body shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Public Body in assisting OCPRC, under this subsection, shall be paid by OCPRC.
 - 5.4. <u>Local Licenses/Permits/Approvals.</u> Notwithstanding any other provision to the contrary, Public Body shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Public Body, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Public Body, under this subsection, shall be paid by Public Body.
- 6. <u>Alterations, Additions, Changes to Property.</u> Except for the Work performed pursuant to Exhibit B, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Public Body.
- 7. OCPRC Responsibilities.
 - 7.1. <u>Performance of Work.</u> OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work.

Page 2 of 5

- 7.2. <u>Work Notice.</u> OCPRC shall provide Public Body 24 hour written notice before commencement of the Work.
- 8. <u>Public Body Responsibilities/Representations.</u>
 - 8.1. **Property Ownership/Rights.** Public Body represents and warrants the following to OCPRC:
 - 8.1.1. Public Body owns the Property;
 - 8.1.2. Public Body has the right to enter into this Agreement; and
 - 8.1.3. OCRPC's entry and Work on the Property will not violate any other agreement or restrictions to which Public Body or the Property is subject to.
 - 8.2. Request and Consent to Work. Public Body acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
 - 8.3. <u>Assumption of Risks.</u> Public Body assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.
 - 8.4. <u>Payment for Work.</u> Upon the execution of the Work, Public Body shall pay OCPRC the amount for the Work set forth in Exhibit B.
 - 8.5. <u>Maintenance and Repair of Resulting Product.</u> OCPRC shall have no duty or obligation to maintain, operate, and repair the renovated and improved restroom building on the Property.

9. Liability/Assurances.

- 9.1. <u>Waiver/Release.</u> Public Body waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 9.2. <u>Hazardous Material/Waste.</u> Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 9.3. Reservation of Rights/Limitation of Liability. In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. The Parties acknowledge that the performance of this Agreement is a governmental function and this Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of either Party or their officials, employees, or volunteers.

10. <u>Survival.</u> Sections 9 and 10 and the duties, obligations, warranties, and representations contained herein shall survive the expiration or termination of this Agreement.

11. Termination.

- 11.1. <u>Termination for Failure to Obtain Licenses/Permits/Approvals.</u> If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
- 11.2. <u>Termination for Default.</u> Either Party may terminate or cancel this Agreement, in whole or part, upon sixty (60) calendar days' notice to the other Party, if the Party materially breaches or defaults any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach or default. The effective date of termination and the specific alleged breach/default shall be clearly stated in the notice.
- 12. <u>No Interest in Property.</u> OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
- 13. <u>Successors and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- 14. <u>Waiver.</u> Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 15. <u>Cumulative Remedies.</u> A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 16. <u>Amendments.</u> This Agreement cannot be modified unless reduced to writing and signed by both Parties.
- 17. <u>Severability.</u> If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
- 18. <u>Governing Law.</u> This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- 19. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

- 20. <u>Entire Agreement.</u> This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
- 21. <u>Authorization.</u> The Parties represent that the below signatories have the authority to execute and bind them to this Agreement.

| APPROVED AND AUTHORIZED BY PUBLIC BODY: |
|--------------------------------------------------------------------|
| NAME: |
| TITLE: |
| DATE: |
| |
| SIGNATURE |
| |
| APPROVED AND AUTHORIZED BY OCPRC: |
| NAME: Ebony Bagley |
| TITLE: Chairperson, Oakland County Parks and Recreation Commission |
| DATE: |
| |
| SIGNATURE |

EXHIBIT A PROPERTY

Beaudette Park City of Pontiac 786 Orchard Lake Road Pontiac, MI 48341

Parcel ID: 14-31-326-004

Acres: 55.39

Legal Description: T3N, R10E, SEC 31 ASSESSOR'S PLAT NO. 76 SLY PART OF LOT 1 LYING ELY OF ELY LINE OF TELEGRAPH RD AS NOW LAID OUT & EST & BETWEEN THE CEN LINE OF OLD & NEW CHANNEL OF CLINTON RIVER, ALSO ALL OF LOT 2 10-19-95 FR 001 & 002



EXHIBIT B WORK

Need Description

A facility evaluation was conducted by DLZ for Beaudette Park in the City of Pontiac. Multiple critical deficiencies were noted for the 1950s era restroom building. DLZ recommended removal of the entire structure and replacing it with a new structure, including underground plumbing lines. DLZ provided a cost opinion of removal only of existing infrastructure of \$84,000 (8/12/2024). An estimate received from DLZ to renovate the building was \$692,731 (2/27/2025).

Oakland County Parks and Recreation (OCPRC) was approached by the City of Pontiac and asked to evaluate the possibility for OCPRC staff to perform the renovation with OCPRC resources at a lower cost. OCPRC staff performed the evaluation and estimated the project could be completed for \$187,770.

Scope of Work

Create and execute a license agreement for OCPRC staff to perform the work on City of Pontiac property with Pontiac reimbursing OCPRC for all costs after the project is completed. See Estimated Project Costs below.

Obtain all required local permits and approvals.

Remove flat roof and replace with pitched roof. See Roof Plan below.

The building floor plan will remain the same. See Floor Plan below.

Remove and replace ventilation, partitions, fixtures and hardware, interior and exterior surfaces and apply new finishes. OCPRC Project Manager will confer with Pontiac Parks Director on selection of fixtures and hardware.

Add a child's changing table to the women's restroom at a minimum. Evaluate potential to install changing tables to both restrooms and/or upgrade to adult size changing table.

Remove and replace concrete around the building.

Project Standards

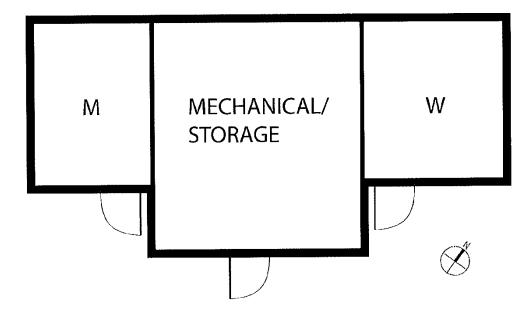
Work will comply with all applicable building codes and local ordinances.

Completed project will comply with the Americans with Disabilities Act (ADA) standards for accessible design.

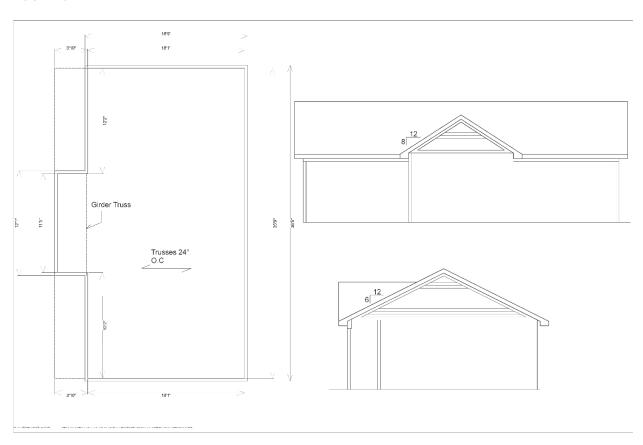
Estimated Project Costs

| Description | Hours | Staff | Amount | Estimate | |
|------------------------------|-------|----------------------|-------------|----------|---------|
| Labor | | | | | |
| Demolition | 40 | 4 | 75 | \$ | 12,000 |
| Remove Block Vents | | | | | |
| Remove Roof | | | | | |
| Remove partitions | | | | | |
| Remove Toilets | | | | | |
| Misc. Demo | | | | | |
| Construction | 110 | 4 | 75 | \$ | 33,000 |
| New Trusses | | | | | |
| New sheeting / Shingles | | | | | |
| New Insulation | | | | | |
| New Ceiling | | | | | |
| New Venting | | | | | |
| New fixtures and hardware | | | | | |
| New Soffit / Fascia / siding | | | | | |
| Paint walls/ceiling | 40 | 2 | 75 | \$ | 6,000 |
| Remove Concrete | 10 | 4 | 75 | \$ | 3,000 |
| Replace Concrete | 30 | 4 | 75 | \$ | 9,000 |
| Misc. Repairs/labor | 40 | 2 | 75 | \$ | 6,000 |
| | | Labor Total | | \$ | 69,000 |
| Contracted Services | | | | | |
| DoubleJack Electrical | | | | \$ | 30,000 |
| ⊔ Rolls Mechanical | | | | \$ | 40,000 |
| | Contr | acted Services Total | | | 70,000 |
| Materials | | | | | |
| Kerton Lumber | | | | \$ | 11,000 |
| Concrete | | | | \$ | 7,500 |
| Misc. Lumber/other items | | | | \$ | 5,000 |
| Misc. Hardware | | | | \$ | 2,000 |
| Dumpster | | | | \$ | 1,200 |
| Paint/Epoxy | | | | \$ | 5,000 |
| | | Mate | rials Total | \$ | 31,700 |
| | | | Subtotal | \$ | 170,700 |
| | | Contingency (10%) | | \$ | 17,070 |
| | | Project Total | | | 187,770 |

Floor Plan



Roof Plan



RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Memo

Agenda #: 5

Department: Administration

From: Chris Ward, Director

Subject: Partnership Agreement with the Waterford School District

INTRODUCTION AND HISTORY

Last December, the Commission authorized me to initiate conversations with the Waterford School District regarding the future of a 79.5-acre property owned by the district adjacent to Hess-Hathaway Park, near the OCC Highland Lakes campus. The site features high quality natural features and trailways frequently utilized by area residents. This property presents an exceptional opportunity to increase recreational access in central Oakland County and deliver hands-on learning, wellness, and environmental programming. I am pleased to report that the Waterford Board of Education unanimously approved an operation and management agreement for OCP to operate a public park on the site.

Key terms of the agreement include:

- 30-year term, with a 20-year renewal option
- No lease payment required; OCPRC receives care, custody, and operational control
- The site becomes a designated Oakland County Park, with both parties agreeing to a park name.
- OCPRC retains all revenues and is responsible for all operations, maintenance, and capital improvements
- The District retains property ownership and must reimburse OCPRC for non-depreciated capital investments if it terminates the agreement without cause
- Agreement includes a Transition Period through April 1, 2026, during which due diligence (including environmental assessments) and planning will be completed

We are currently seeking public input regarding a park name that incorporates "Oaks", consistent with the county park system standard. An initial suggestion of "Discovery Oaks" would fit well with the opportunities to make the site a premier nature and environmental hands-on learning space.

STRATEGIC RATIONALE

This partnership directly supports Mission 26 by:

- Expanding access to parks and trails near population centers and school communities (this property is located in the "four towns" border area of where Waterford, White Lake, Commerce and West Bloomfield Townships meet)
- Creating a multi-generational hub for education, nature exploration, and recreation
- Leveraging underutilized public land without requiring land acquisition
- Advancing equity goals by providing free entry and parking for all residents
- Enabling future co-programming with Waterford Schools and MSU Extension

This site is envisioned as a key component of the "Explore & Discover Network" and offers integration potential with nearby assets including Hess-Hathaway Park, the Clinton River, and the potential of future greenway connectivity.

With your recommendation, the agreement will be forwarded to the Board of Commissioners for final approval. After this occurs, staff will proceed with the Transition Period requirements, including environmental assessment, capital planning, and community engagement, with full operational transfer by April 2026.

RECOMMENDED MOTION

Move to recommend approval of the Interlocal Agreement with the Waterford School District as presented and forward to the Board of Commissioners for their consideration.

INTERLOCAL PARTNERSHIP AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE WATERFORD SCHOOL DISTRICT

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the Waterford School District, a Michigan general powers school district, 501 N. Cass Lake Road, Waterford, Michigan 48328 ("District"). County/OCPRC and the District may also be referred to individually as a "Party" and jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. The District is the owner of approximately 79.5 acres of vacant real property with a Parcel Identification Number of 13-31-200-001 (hereinafter "Property").
- B. The Parties desire to have OCPRC operate, manage, plan for, and maintain the Property as a County park, for conservation purposes and for public recreation purposes, including, but not limited to, pathways, trails, and a parking lot for such purposes.
- C. To effectuate this desire, the County and the District now enter into this Agreement, pursuant to Michigan law, for the purpose of delineating the duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of the Property as a County park.

The Parties agree to the following terms and conditions:

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. <u>Agreement</u> means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. <u>Capital Improvement Project</u> means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset on the Property; replaces, renovates, or remodels an existing facility or asset on the Property; or adds a new facility or asset on the Property.
 - 1.3. <u>District</u> means the Waterford School District, a Michigan general powers school district, its Board of Education, departments, divisions, elected and appointed officials, board members, authorities, committees, administrators, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.4. <u>District Employee</u> means any District employee, administrator, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "District Employee" shall also include any person who was a District Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.5. <u>Claims</u> means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts

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- paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.
- 1.6. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.7. <u>County Employee</u> means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. <u>Effective Date.</u> The last date all Parties sign this Agreement.
- 1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates: 1.10.1. **Exhibit A:** describes and depicts the Property.
- 1.11. <u>OCPRC</u> means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
- 1.12. Park means the County park operated and managed by OCPRC on the Property.
- 1.13. Park Fees and Charges means the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by OCPRC associated with the use of the Park.
- 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC, as well as and grants, gifts, and donations received by OCPRC for the Park or Property.
- 1.15. **Property** means the real property that is described and depicted in Exhibit A.
- 1.16. <u>Transition Period</u> means a period of time commencing on the Effective Date and ending on April 1, 2026.

2. AGREEMENT TERM/PROPERTY DESCRIPTION & TERMINATION.

2.1. Agreement Term. This Agreement shall commence on the Effective Date and end thirty (30) years from the Effective Date ("Initial Term"). Prior to the expiration of the Initial Term, the Parties may mutually agree to renew this Agreement for up to twenty (20) years ("Renewal Term"). If the Parties do not mutually agree to renew this Agreement prior to the date the Initial Term ends, then the Agreement shall effectively terminate on the last Day of the Initial Term. The terms and conditions contained in this Agreement shall not change during the Renewal Term unless agreed to in writing by the Parties. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any

- amendments shall be filed by the County Clerk and with the Secretary of State.
- 2.2. <u>Agreement Amendments.</u> All amendments or modifications to this Agreement shall be in writing and approved and filed by each Party as set forth in Section 2.1.
- 2.3. **Property Subject to Agreement.** The District grants OCRPC use of the Property for the purposes and according to the terms and conditions set forth herein.
- 2.4. <u>Use of Property.</u> On the date the Transition Period ends, OCPRC shall have care, control, and use of the Property to operate, manage, plan, maintain, and improve the Property only for conservation purposes and public recreation purposes as a County park, as further described and delineated herein, and to provide other recreation activities mutually agreed upon in writing by the Parties. OCRPC shall obtain the District's prior consent, in writing, to use the Property for any purpose not described herein.
- 2.5. <u>Fee for Use of Property.</u> OCPRC shall not pay a monetary fee for the use of the Property. The Parties acknowledge that the services provided by OCPRC during this Agreement are adequate consideration for this Agreement.
- 2.6. <u>Designation of Park & Name of Park.</u> During this Agreement, the Property shall be designated an OCPRC Park with a name mutually agreed to by the Parties during the Transition Period.
- 2.7. Termination/Expiration.
 - 2.7.1. Termination by the District. The District may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Property is no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the District with information at any time during this Agreement that was false or fraudulent; (3) OCPRC materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC, or (4) the District Board of Education votes to terminate this Agreement for convenience in light of the District's mission and strategic goals.
 - 2.7.1.1. **Termination by the District in Absence of Default/Breach.** If the District terminates this Agreement, in absence of default or breach by OCPRC, then the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice or such other period as agreed to by the Parties in writing.
 - 2.7.1.2. **Termination by the District for Default/Breach.** If the District terminates this Agreement for default or breach by OCPRC, then the District does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
 - 2.7.2. Termination by OCPRC. OCPRC may terminate this Agreement, at any time, if the District is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Property is no longer being used for the purposes identified in this Agreement; (2) the District provided OCPRC with information, at any time during the Agreement, that was false or fraudulent; or (3) the District materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the District.

- 2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by the District, then the District does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of the District, then the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice or such other period as agreed to by the Parties in writing.
- 2.7.3. Disposition of Personal Property Upon Expiration/Termination of Agreement. Upon expiration or termination, for any reason, of this Agreement each Party shall retain ownership of personal property purchased by them, unless the Parties otherwise agree in writing. "Personal property" does not include buildings or fixtures attached to the Property.
- 2.7.4. Condition of Park Upon Expiration/Termination of Agreement. Upon the expiration or termination of this Agreement, OCPRC shall cease all Park operation, management, planning and maintenance, and surrender the Property to the District and cooperatively work with the District to transfer Park operation and management.

3. TRANSITION PERIOD.

- 3.1. <u>Transition Period.</u> This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park operation, management, planning and maintenance to OCPRC.
- 3.2. Park Information.
 - 3.2.1. Grants & Endowments. Within thirty (30) days of the Effective Date, the District shall provide OCPRC copies of any grant agreements, endowment agreements, or other agreements, if any, which impose restrictions and conditions upon the Property and its use.
 - 3.2.2 Agreements between the District and Third Parties. Within thirty (30) days of the Effective Date, the District shall provide OCPRC copies of all third-party agreements relating to the use, management, or operation of the Property, if any. OCPRC is not under any obligation to assume any third-party agreements relating to the management or operation of the Property.
- 3.3. Rights and Obligations During the Transition Period.
 - 3.3.1. Park Operation and Maintenance During Transition Period. During the Transition Period, the District shall be responsible to operate and maintain the Property and to pay for all costs associated therewith.
 - 3.3.2. County Right to Access the Property. During the Transition Period, OCPRC may access the Property to perform maintenance, restoration, repairs, security, and improvements to the Property, mutually agreed to by the District Representative and OCPRC Representative in writing. OCPRC shall be responsible for all costs associated with such maintenance, restoration, repairs, security, or improvements that may occur during the Transition Period under this

Section.

- 3.3.3. **Property Inspections.** During the Transition Period, OCPRC shall inspect the conditions of the Property. The inspection shall be codified in a written document to illustrate the condition of the Property at the end of the Transition Period. Any damage to the Property due to such inspections shall be repaired by the OCPRC.
- 3.3.4. **Park Planning.** During the Transition Period, OCPRC shall: (1) assume primary responsibility for Park planning and (2) regularly consult with the District about such planning.
- 3.3.5. **Park Programming.** During the Transition Period, OCPRC may organize and host mutually agreed upon recreation programs, events, volunteer activities, and other activities on the Property, upon written approval of the District Representative.

3.4. Environmental Condition.

- 3.4.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Property and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and may perform additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.
- 3.4.2. <u>Copies of Environmental Assessments.</u> OCPRC will provide the District with a copy of the Phase I ESA and any other environmental assessments. OCRPC shall take possession of the Property subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.
- 3.4.3. <u>Termination Related to Environmental Assessments.</u> Notwithstanding any other provision, OCPRC or the District may terminate this Agreement prior to the end of the Transition Period, if either Party is not satisfied with the condition of the Property as evidenced by the Phase I ESA or other environmental assessment performed pursuant to this Section.

4. PARK GOVERANCE & OPERATIONS.

- 4.1. <u>Agreement Administration</u>. The District Superintendent or successor or their written designee is the District's Agreement Administrator (hereinafter "the District's Representative"). The OCPRC Director or successor or their written designee is OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of any changes to their written designees.
- 4.2. <u>Disputes.</u> All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the District Representative and the OCRPC Representative for possible resolution. If the District Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to non-binding mediation, and both Parties shall share equally in the costs associated with mediation. If the Parties are unable to resolve the dispute through mediation, then either Party may seek any remedy available as permitted by law, in accordance with the governing law provisions under Section 7.10 of this Agreement.
- 4.3. Park Management and Operations. Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. OCPRC shall manage and operate the Park with OCPRC staff, volunteers, and contractors pursuant to

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- the plans and programs set forth and described herein.
- Park Improvement Projects. OCPRC shall be responsible to provide and perform (either 4.4. directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein, with the general agreement that OCPRC shall be responsible for the costs associated with such improvements, unless otherwise agreed to by the District. Where applicable, all improvements and Capital Improvement Projects that are to be completed pursuant to this Agreement or as part of the Park Capital Improvement Plan pursuant to Section 4.9 shall be done in a professional and workmanlike manner and in compliance with all applicable local, state, and federal laws, including, to the extent applicable, those laws pertaining to school building construction, being the Revised School Code, MCL 380.1 et seq., the School Building Construction Act, MCL 388.851 et seq., the Still-Derossett-Hale Single State Construction Code Act, MCL 125.1501 et seq., and the Michigan Building Cde (collectively the "Construction Acts"). All Capital Improvement Projects shall become an integral part of the Property and shall be owned by the District, including the District accounting for depreciation of any Capital Improvement Projects (if constructed) in the District's financial statements. No Capital Improvement Projects shall occur without the prior written approval of the District's Representative, unless such Capital Improvement Project was included in the Park Capital Improvement Plan created pursuant to Section 4.9.
- 4.5. Park Maintenance/Repairs. OCPRC shall be responsible to provide and perform (either directly or through third parties) maintenance and repairs for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein, with the general agreement that OCPRC shall be responsible for the costs associated with such maintenance and repairs, unless otherwise agreed to by the District.
- 4.6. Park Utilities and Services. OCPRC shall be responsible to provide the utilities and services, it deems necessary for the operation of the Park. The provision of and costs for the utilities shall be set forth in the plans and programs set forth and described herein, with the general agreement that OCPRC shall be responsible for the costs associated with such utilities and services, unless otherwise agreed to by the District. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Property.
- 4.7. Park Action Plan. By November 1, 2025, OCPRC shall create a Park Action Plan for the Property. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the Park Action Plan to the District Representative for comments and recommendations. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. The OCPRC Representative shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the District Representative. If the District Representative does not respond within the thirty (30) Day period, then the District Representative is deemed to have approved the Park Action Plan. Notwithstanding any other provision, if the District Representative does not approve the Park Action Plan by December 31, 2025, OCPRC or District may terminate this Agreement. Such termination shall not be deemed a breach or default of the District. Modifications to the Amendment shall be codified according to the procedure set forth in this Section.

- 4.8. Park Operations and Management Plan. By November 1, 2025, OCPRC shall create a Park Operations and Management Plan for the Park ("POMP"), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the POMP to the District Representative for comments and recommendations. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the POMP. If the District Representative does not respond within the thirty (30) day period, then the District Representative is deemed to have approved the POMP. OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP if reasonable objection is made by the OCPRC. After receiving the District Representative's comments and recommendations or passage of the thirty (30) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Modifications to the POMP shall be codified according to the procedure set forth in this Section.
- 4.9. Park Capital Improvement Plan. By November 1, 2025, OCPRC shall create a Park Capital Improvement Plan ("CIP") forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC's current policies and procedures and shall be included in OCPRC's annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the District Representative for comments and recommendations. The CIP shall not be approved or implemented by OCPRC without prior written approval by the District Representative. The District Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the CIP ("District CIP Comment Period"). OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP if reasonable objection is made by the OCPRC. If the District Representative does not respond within the District CIP Comment Period, then the District Representative is deemed to have approved the CIP. After receiving the District Representative's written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the District Representative and OCPRC Representative cannot agree to a CIP within thirty (30) Days after the end of the District CIP Comment Period, then OCPRC or District may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the District shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the CIP shall be codified according to the procedure set forth in this Section.
- 4.10. Park Access/Parking. OCPRC shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park) and where patrons will park while using the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein, with the general agreement that OCPRC shall be responsible for the costs associated with such parking, unless otherwise agreed to in writing by the District. In no event shall any resident of the District incur

- any fee or charge for entering the Park or Property or for parking a vehicle in or on the Park or Property.
- 4.11. <u>Endangered Species.</u> The Parties acknowledge that the Property or portions thereof may be subject to restrictions or closures, if endangered species are present.
- 4.12. **Park Rules.** During this Agreement, the Park and Property shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise provided by this Agreement.
- 4.13. Park Security. OCPRC shall work with the Oakland County Sheriff's Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the District Representative for comments and recommendations. The District shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the security plan. If the District Representative does not respond within the thirty (30) day period, then the District Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the District Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan if reasonable objection is made by the OCPRC. Security for the Park or Property shall be provided by OCPRC solely at the expense of the OCPRC. OCPRC may limit parking on the Property at certain times for security reasons in accordance with the POMP or security plan.
- 4.14. <u>Signs.</u> OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall seek the District's input regarding the design of any new sign at the entrance to the Park.
- 4.15. <u>Volunteers</u>. OCPRC will use volunteers at the Park in various capacities. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.16. Sponsorship of Events/Programs at Park by Third Parties. Without approval from the District, OCPRC may solicit or accept sponsorship of events/programs at the Park by third- parties, pursuant to OCPRC's policies and procedures. Any sponsorship of events/programs shall be limited to those that would not be prohibited on District property (use or promotion of alcohol, drugs or other illegal activities, etc.)
- 4.17. Use of Park by Third Parties. Notwithstanding any other provision in this Agreement, OCRPC may license use of the Park to third parties for events or programs, without approval from or notification to the District, provided however, any such permitted use shall be limited to those that would not be prohibited on District property (use or promotion of alcohol, drugs or other illegal activities, etc.). OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC's policies and procedures and shall make its best efforts to notify the District of such events and programs in writing. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC.
- 4.18. <u>Use of Park by the District.</u> The District may use the Park for District-sponsored educational or other events or programs at no cost, charge, or fee, if such use does not conflict with scheduled events or programs. To avoid scheduling conflicts at the Park, the District shall reserve use of the Park for its events or programs, in advance, through OCPRC, and the District shall have priority access to schedule, reserve, and utilize the Park for such District-sponsored educational or other events or programs, unless the Park

is already reserved for use. The District shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs.

5. PARK FINANCES.

- 5.1. Establishment of Park Fees & Charges. OCPRC shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to OCPRC's current policies and procedures. Notwithstanding any other provision in this Agreement, at no time shall District Residents and Oakland County Residents be charged a fee for entry into the Park or the Property or for parking at the Park or on the Property.
- 5.2. Park Revenue. Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC's. The Park Revenue shall not be deposited in the County's general fund, but shall be deposited into the account associated with the Park within the OCPRC budget. OCPRC shall record the monies of all Park Revenue according to generally accepted accounting principles and in a manner similar to how OCPRC records other revenue it collects and receives.
- 5.3. Annual Accounting and Audits. OCPRC shall provide the District with an annual accounting of Park Revenue consistent with OCPRC's policies and procedures. The District has the right to annually review and audit OCPRC's records related to Park Revenue.
- 5.4. Park Grants. The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC shall assist the District in applying for and managing grants related to the Park. Any improvements to the Park funded via grants secured by or through the District shall not be subject to reimbursement under Section 2.7.1.1 upon termination of this Agreement.

6. ASSURANCES/LIABILITY/INSURANCE.

- 6.1. <u>Title to Property.</u> The District warrants that it has fee simple title to the Property and the authority to enter into this Agreement. The District, at its sole expense, shall defend (including payment of reasonable attorney fees) OCPRC against any Claim challenging the District's right to execute this Agreement or OCPRC's use of the Property as set forth herein.
- 6.2. <u>Liability for Claims.</u> Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its respective District Employee or County Employee arising under or related to this Agreement.
- 6.3. <u>Liability for Claims Prior to the Agreement Effective Date.</u> The District shall be solely responsible for and shall defend (including payment of reasonable attorney fees) OCPRC against, at the District's sole expense, any Claim that occurred prior to the Effective Date or that was incurred and not reported prior to the Effective Date.
- 6.4. <u>Liability for Environmental Matters.</u> Notwithstanding any other provision, OCRPC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Property, which existed on the Property prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3.
- 6.5. <u>Legal Representation.</u> Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments

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- and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 6.6. Responsibility for Costs/Fines/Fees. Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its respective District Employees or County Employees arising under or related to this Agreement.
- 6.7. No Indemnification/Reimbursement. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.8. Governmental Function/Reservation of Rights. Performance of this Agreement is a governmental function and government service. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 6.9. <u>Limitation of Liability.</u> In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

6.10. Insurance.

- 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
- 6.10.2. If the District or County purchases a special event insurance policy for use the Property, for whatever reason, then the District or County shall name the other Party and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as "additional insureds" on such policy.
- 6.10.3. The District shall obtain real property insurance for future buildings and structures located on the Property whether built by the District or OCPRC. If a building or structure that is covered by the District's real property insurance is damaged or destroyed, OCPRC shall repair or replace the building or structure and the District shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure to the extent such repairs or replacement are covered by District insurance coverages. OCPRC shall invoice the District for the costs of the repair or replacement and the District shall paid such invoice within thirty (30) calendar Days. However, OCPRC shall reimburse the District for insurance premiums related to buildings and structures constructed on the Property by OCPRC.
- 6.11. <u>Waste.</u> OCPRC shall not commit or allow to be committed any waste or nuisance on the Property and will not use, or allow the Property to be used, for any unlawful purpose.

6.12. Compliance with Laws.

- 6.12.1. OCPRC shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Property and Park. OCPRC shall obtain any necessary permits regarding its use of the Property.
- 6.12.2. OCPRC acknowledges that any violations of the federal, state, or local regulations

or convictions of any resource violations may be considered a default by OCPRC and the District may terminate this Agreement, as provided herein.

6.13. <u>Authorization.</u> The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. GENERAL TERMS AND CONDITIONS.

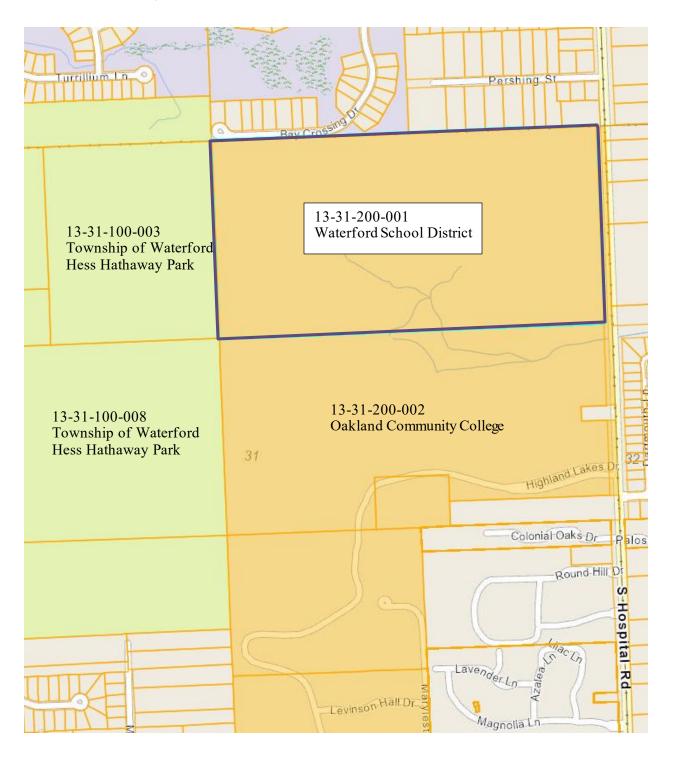
- 7.1. **No Interest in Property.** Through this Agreement, OCPRC shall have no title interest in and/or to the Property or any portion thereof and has not, does not, and will not claim any such title or any easement over the Property.
- 7.2. **Delegation or Assignment**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the District shall be given by the District Representative.
- 7.3. **No Employee-Employer Relationship**. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the District.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 7.5. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 7.6. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 7.7. <u>Captions</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.8. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected

- Party of any such event.
- 7.9. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
 - 7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 7.9.2. If Notice is sent to the District, it shall be addressed and sent to: Waterford School District, Attn: Superintendent, 501 N. Cass Lake Road, Waterford, Michigan 48328.
 - 7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 7.10. Governing Law/Consent To Jurisdiction And Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 7.11. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.
- 7.12. Entire Agreement. This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Property. This Agreement and the referenced Affidavit supersede all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

| IN WITNESS WHEREOF, the Superintendent of the District has be Board of Education, to execute this Agreement. | een authorized by a resolution of the District |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| EXECUTED: | DATE: |
| WITNESSED: | DATE: |
| IN WITNESS WHEREOF, David T. Woodward, Chairperson, has been authorized by a resolution of the Oakland County Boa Agreement. | |
| EXECUTED: David T. Woodward, Chairperson Oakland County Board of Commissioners | DATE: |
| WITNESSED: | DATE: |
| EXECUTED: Ebony Bagley, Chairperson Oakland County Parks and Recreation Commission | DATE: |
| WITNESSED: | DATE: |

Parcel: 13-31-200-001

Legal Description: T3N, R9E, SEC 31 PART OF NE 1/4 BEG AT NE SEC COR, TH S 01-46-00 W 1328.59 FT, TH N 88-20-00 W 2665.24 FT, TH N 01-37-00 E 1320 FT, TH S 88-13-50 E 1332.83 FT, TH S 88-19-40 E 1335.90 FT TO BEG, EXC E 60 FT TAKEN FOR HWY 79.56 A W617



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Waterford Schools/ OCP Partnership Agreement

Legend

Waterford Schools/ OCP Partnership Parcel



Adjacent Recreation Opportunities

Educational Facility

Municipal Park

---- Roads

Water Bodies



Oakland County Parks and Recreation Chris Ward, Director

2800 Watkins Lake Road Waterford, MI 48328 248-858-0906

www.OaklandCountyParks.com

Revision Date: 7/23/2025

"The information that has been provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise."

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 6

Department: Administration

From: Chris Ward, Director

Subject: 2025 Strategic Partnership Grant - City of Rochester

INTRODUCTION AND HISTORY

The City of Rochester approached OCPR regarding the feasibility of providing grant funding for the remediation of a significant area of washout that has blocked access to the Clinton River Trail north of Bloomer Park. The City has requested a grant of \$700,000 from OCPR that will be matched by \$3,000,000 from multiple sources including the Ralph C. Wilson, Jr. Foundation, City of Rochester, Community Foundation of Southeast Michigan, and donations raised by the Friends of the Clinton River Trail. The project aligns well with OCPR core value of promoting health and wellness and is located in an area where we have a limited presence. Remediation of the Clinton River Trail washout is a key element within a larger effort under development by OCPR to collaboratively create a conservation area focused on the Clinton River and access to the Clinton River Trail.

Staff are recommending the Commission approve the attached Park Development Grant Agreement with the City of Rochester with a Strategic Partnership Grant in the amount of \$700,000.

RECOMMENDED MOTION

Move to authorize and recommend to the Board of Commissioners the Park Development Grant Agreement with the City of Rochester for the Clinton River Trail Remediation project with a Strategic Partnership Grant in the amount of \$700,000.

COUNTY OF OAKLAND—PARK DEVELOPMENT AGREEMENT CITY OF ROCHESTER – CLINTON RIVER TRAIL WASHOUT REMEDIATION

This Agreement is between the County of Oakland, by and through, its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Rochester, 400 Sixth St., Rochester, MI 48307 ("Grantee").

The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title ("Project"): Clinton River Trail Washout Remediation

Project Number: 25-01

Grant Amount ("Grant Amount"): Seven Hundred Thousand Dollars (\$700,000)
Grantee Match Amount ("Match Amount"): Three Million Dollars (\$3,000,000)
Total Project Amount: Three Hundred and Fifty-one Thousand Dollars (\$3,700,000)
Start Date: Effective Date—the date the last Party to this Agreement signs the Agreement End Date: Three years after the date the last Party to this Agreement signs the Agreement

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organizations and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

| <u>Grantee</u> : | |
|-------------------------------------------------------------------------------|-----------|
| Name: Nik Banda, City Manager City of Rochester | Date |
| County of Oakland: | |
| | |
| Name: David T. Woodward, Chairperson Oakland County Board of Commissioners | Date |
| Oakland County Parks and Recreation Commission | <u>ı:</u> |
| | |
| Name: Ebony Bagley, Chairperson | Date |
| Oakland County Parks and Recreation Commission | |

- 1. Agreement Execution. Grantee is required to sign the Agreement and return it to the contact person listed in Section 2 within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, the OCPRC Chairperson may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in the County's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
- 2. <u>Contact Information.</u> This Agreement shall be administered on behalf of the County by the Planning Unit of the OCPRC. All notices, reports, documents, requests, actions, or other communications required between the OCPRC and Grantee shall be in writing and submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.

2.1. Grantee Contact

- 2.1.1. Organization: City of Rochester
- 2.1.2. Name/Title: Nik Banda, City Manager
- 2.1.3. Address: 400 Sixth St., Rochester, MI 48307
- 2.1.4. Telephone Number: 248-733-3700
- 2.1.5. E-Mail Address: nbanda@madison-heights.org

2.2. OCPRC Contact

- 2.2.1. Name/Title: Donna Folland, Chief of Planning, Oakland County Parks
- 2.2.2. Address: 2800 Watkins Lake Road, Waterford, MI 48328
- 2.2.3. Telephone Number: 248-736-9087
- 2.2.4. E-Mail Address: follandd@oakgov.com

3. Project/Project Period.

- 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
- 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
- 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.

4. **Grantee Reporting Requirements:**

- 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
- 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
- 5. <u>Payments/Advances/Project Closeout.</u> The OCPRC shall make payments of the Grant Amount to Grantee as follows:

- 5.1. OCPRC shall pay the Grantee fifty percent (50%) of the Grant Amount listed on page 1 of this Agreement within thirty (30) calendar days of the Effective Date. The remaining fifty percent (50%) of the Grant Amount shall be paid by Oakland County within thirty (30) calendar days of the date the Project is complete in accordance with Section 4. Any cost overruns incurred to complete the Project shall be the sole responsibility of the Grantee. To be eligible for payment, Grantee must submit a complete payment request to OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request
- 5.2. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project.
- 5.3. OCPRC reserves the right to request additional information necessary to substantiate payments.
- 5.4. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
- 5.5. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
- 5.6. OCPRC shall hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC's approval of Grantee's Final Report and satisfactory Project completion as determined by OCPRC, in its sole discretion.
- 5.7. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
- 5.8. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
- 5.9. Upon issuance of final payment from the OCPRC, Grantee releases the County, OCPRC, and its employee and officers of all claims against the County/OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the County's claims against Grantee.

6. Grantee Assurances/Responsibilities.

- 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
- 6.2. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to the County upon request.
- 6.3. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.
- 6.4. Grantee shall abide by all State and federal threatened and endangered species

- regulations when completing Project activities.
- 6.5. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 6.6. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
- 6.7. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
- 6.8. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
- 6.9. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
- 6.10. Grantee shall be solely responsible for the installation, operation, repair, and maintenance of the Project.
- 6.11. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.

7. Liability.

- 7.1. The County/OCPRC is not liable or required to install, operate, repair, maintain, or contribute to the installation, operation, repair, or maintenance of the Project and any associated Project activities.
- 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
- 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
- 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged

- violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.
- 7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 8. <u>Insurance.</u> The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. The County/OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
- 9. Audit and Access to Records. OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
- 10. <u>Assignability.</u> Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of OCPRC.
- 11. <u>Changes.</u> Any changes to this Agreement requested by Grantee shall be made in writing and sent to the contact listed in Section 2 of this Agreement. OCPRC may approve or deny such change, in its sole discretion. Any changes related to the grant amount, or any other financial component of this Agreement, will require an amendment to be executed in the same manner as this Agreement. Any changes not related to the grant amount, including modifications to project scope or deadline extensions, can be made by amendment at the discretion of and signed by the OCPRC Chairperson.

12. Termination.

- 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
 - 12.1.1. Terminate this Agreement;
 - 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects until the violation is resolved to the satisfaction of OCPRC;
 - 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee; or
 - 12.1.4. Require specific performance of the Agreement.
- 12.2. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.
- 13. <u>Governing Laws/Consent to Jurisdiction and Venue.</u> This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit,

or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, as defined herein, arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

14. Entire Contract. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Agreement. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



Grantee Information

| Item | Grantee Information |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Title: | Clinton River Trail Washout Remediation |
| Oakland County City, Village or Township Name: | City of Rochester |
| Name of Primary Grant Contact: | Nik Banda, City Manager |
| Address: | 400 Sixth St, Rochester, MI 48307 |
| Primary Contact Phone: | C. (248) 909-4072 |
| | O. (248) 733-3700 |
| Primary Contact Email Address: | NBanda@rochestermi.org |
| Please list any project partners: | Friends of the Clinton River Trail (FCRT), Oakland County Department of Economic Development, DNR, Oakland Bird Alliance, Clinton River Watershed Council |
| Proposal submission date: | 07/24/2025 |

Financial Information

Project Funding

Requested Grant Amount: \$700,000

| Match Source | Type of match (cash, in-kind, etc.) | Match Amount |
|---------------------------------|-------------------------------------|--------------|
| Ralph C. Wilson, Jr. Foundation | Grant (Cash) | \$1,200,000 |
| City of Rochester | Bond (Cash) | \$1,200,000 |
| Ralph C. Wilson, Jr. Trail | Grant (Cash) | \$521,000 |
| Maintenance Endowment at the | | |
| Community Foundation for | | |
| Southeast Michigan | | |
| Department of Natural Resources | Grant (Cash) | \$50,000 |
| Donations (raised by FCRT) | Cash | \$29,000 |
| | Total Match Amount: | \$3,000,000 |

Total Project Funding (Requested grant amount + total match amount): \$3,700,000

Project Budget

| Scope Item | Quantity | Total Amount |
|-------------------------------------------------------------------|-----------------------|--------------|
| Preliminary Engineering Design (Consultant and professional fees) | Allow | \$210,000 |
| Construction (OCPR funds will be used for this scope item) | Allow | \$2,815,000 |
| Construction Engineering | Allow | \$300,000 |
| Contingency | Allow | \$275,000 |
| Grant Admin | Allow | \$100,000 |
| | Total Project Budget: | \$3,700,000 |

Page 2 of 6

| Project Schedule |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anticipated Start Date: 10/1/2025 |
| Anticipated Completion Date: 9/30/2027 |
| Site Control |
| Type of Site Control Select the type of site control the applicant has over the site where the project is to be completed: |
| □ Less than fee simple (explain in comments field below) □ Lease □ License □ Easement □ Other (explain in comments field below) |
| Site Control Comments Provide additional details as needed. |
| The City of Rochester owns the property for both proposed project locations. At Washout #1, the trail is on a former railroad right-of-way that is typically 100-feet wide (Parcel ID Number: 15-14-276-077). At Washout #2 the parcel is an irregular shape and has a variable width (Parcel ID Number: 15-14-153-044). The City has contacted the adjacent property owner at Washout #2 to acquire additional property in order to move the trailway north and away from the riverbank. |
| Site Access |
| Entrance Fees Indicate whether the park or facility has any required entrance fees. |
| No fees for park or facility use □ Non-resident annual or daily fee □ Annual or daily fee for residents and non-residents □ Other (explain in comments field below) |

Ways to Access

Select the ways in which people can access the site.

- ☐ Automobile only☒ Automobile
- ⊠ Bicycle on-street
 Bicycle on-
- ☐ Dedicated bike lane
- Nearby bus stop (within ¼ mile)

Site Access Comments

Provide additional details as needed.

Page 3 of 6

Washout #1 has limited site access. It is located on the former railroad corridor approx. 0.5 miles west of Dequindre Road and 1.1 miles east of the Letica Drive Trailhead. Washout #2 is 0.1 miles east of Diversion Street Trailhead and within 0.25 miles of a SMART bus stop on Route 492.

Project Description

Need Statement

What is the reason for doing this project? Answer may incorporate documented community and recreational needs, public engagement, condition of current recreation assets, environmental issues or accessibility and inclusion needs. Is the project in the communities 5-Year Parks and Recreation Master Plan or other planning document?

In July 2024, there was a catastrophic failure that completely washed out a section of the Clinton River Trail (Washout #1 is approximately 120 feet long, 30 feet wide, and 12 feet deep). Over time, the trailway has acted like a dam and allowed stormwater to build up on the north side of the trail. According to National Weather Service data, in the three weeks leading up to the washout, the Detroit Area received about 3.78 inches of rain, of which, nearly half of that was received in the week prior to the washout event and added to the water already in the wetland. As the pressure built up, the embankment gave way and nearly one-million gallons of water from the wetland and the soil from the trailway embankment ultimately made its way to the Clinton River and was detected on the river gage downstream. At Washout #2, it has been observed that the Clinton River can be flashy at times with a sudden rise and fall in water levels, especially after a rain event. The variable water flow in the river and changing currents are undercutting the riverbank and over time have caused the retaining wall and trailway surface to fail. The City of Rochester has been working with their engineering firm, AEW, and key community stakeholders to consider various options to restore the washout areas along the Clinton River Trail. AEW has been analyzing a number of factors including historical data, existing conditions, geotechnical report information, hydrology, wetland regulations as required by the State (EGLE), future maintenance costs, reducing environmental impacts, and minimizing the amount of time that the trail is closed.

Project Scope

What are the actions that will implement the project? Is the project designed to meet or exceed ADA guidelines or to incorporate Universal Design principles?

The objective of the proposed project is to design and remediate the washed-out sections of trail, stabilize the embankment of the affected areas, and restore the trail surface while protecting and preserving the sensitive surrounding natural environment. The proposed major scope of work at Washout #1 includes: Build a temporary cofferdam; Dewater; Excavate 100-feet of the existing trail on each side of the collapse; Install a total of 320-feet of new earth embankment; Perpendicular to the proposed embankment, install appropriately sized culvert(s) with end sections at the appropriate depth to maintain 2-3 feet of water; Install native plantings and trees along the proposed embankment; Restore the trail surface between the washout and Letica Drive Trailhead, which will be utilized as a route for heavy equipment needed to construct the project. The proposed embankment will have a height of 14-feet (12-feet plus a 2-foot subgrade), with a width of 20-feet at the top, consisting of a 10-foot wide crushed aggregate surface trail and 5-foot shoulders on each side. At the base, the embankment will be 60-feet wide. The side slope will have a slope of 1V:6H for the top 5-feet, and 1V:2H for the remainder. The trail width, running slopes and side slopes will comply with AASHTO standards for shared use pathways and meet Universal Accessibility Standards. At Washout #2, the Project Team is proposing to stabilize the riverbank and

Page 4 of 6

restore the trail surface. Proposed major scope of work includes** Remove the damaged retaining wall; Relocate trailway further away from the riverbank; Regrade the embankment; Install new retaining wall; Construct an 18-24 inch boulder wall in front of the retaining wall; Remove and replace 200 feet of 10-foot wide HMA trail; Remove and replace 200 feet of wooden railing. **Note: This initial scope of work will need to be modified upon further preliminary engineering, geotechnical engineer consultation, and feedback from EGLE, which is currently underway.

Project Outcomes

What are the anticipated outcomes and who will benefit from the project? Will the project result in greater access to recreation for all residents and visitors? Are any environmental benefits expected? How will the project make the community more sustainable and resilient?

The proposed project will benefit trail users from all geographies ranging from hyperlocal neighborhoods, area residents, visitors to Oakland County and/or the Southeast Michigan region, and those traveling on the cross-state trails. There is also a tremendous opportunity for the Project Team to learn from this situation and track the process, lessons learned, and retrospectives. The information could be shared with other trail organizations, communities, and park managers. The ultimate goal would be to learn to identify these types of situations and work to understand how the increase in the frequency and intensity of extreme weather events impact parks and trails. This will help communities to take a proactive approach to identifying potential hazard areas and investing in the necessary course corrections before a small problem becomes a catastrophic failure. In addition, after reaching out to the Clinton River Watershed Council, the planting plan will incorporate the suggested native plants and trees to help stabilize the embankment and riverbank at both project locations and create a natural buffer.

Maintenance

Describe how the project will be managed and maintained long-term, including any equipment or staffing needs and how they will be addressed.

The City of Rochester Department of Public Works has committed to the long-term maintenance of the Clinton River Trail. Funding for maintenance of the capital investment will come from the City's General Fund. As any trail manager knows, maintenance costs can vary greatly depending on weather, usage, surface type and age, volunteer activities and special events. A typical estimate for annual trail maintenance is between \$500-\$6,500 per mile per year. Local rail-trails and the "Maintenance Practices and Costs of Rail-Trails" guide from the Rails to Trails Conservancy were consulted when preparing the following maintenance activity list. Rochester has dedicated DPW staff that perform the following ongoing maintenance tasks on the Clinton River Trail in the city: Maintenance Task Frequency Estimated Annual Cost (approximate % of Trail Maintenance Budget) Mowing Shoulders Adjacent to Trail Surface Approx. 6 times annually 15%; Clearing of Litter, Trash and Debris Weekly 10%; Tree/Brush Pruning and/or Removal Monthly 11%; Culvert Inspection & Clearing Annually, as needed 5%; Blowing/Removal of Leaf Litter and Debris Once in spring, twice in fall 3%; Repair Cracks, Potholes or Washouts As needed 8%; Repair Vandalism As needed 5%; Grading of Crushed Limestone Surface Annually, as needed 6%; Erosion Control at Bridge Abutments Annually, as needed 3%; Structural Inspection of Bridge Every two years 1%; Invasive Species Control As needed 12%; Cut Roots to Prevent Surface Encroach As needed 8%; Inspect Regulatory and Warning Signage Monthly 6%; Empty Trash Receptacles/inspect trailheads Daily in heavy use Challenges: Water and gravity always win. season; As needed 7%.

Page 5 of 6

Long-Term Vision

Describe how the project fits into a longer-term vision for the community (and beyond if applicable).

The Clinton River Trail spans across 16-miles of central Oakland County and passes through the cities of Sylvan Lake, Pontiac, Auburn Hills, Rochester Hills and Rochester. The long-term vision for the Clinton River Trail is to have an impact on the following geographic scales: 1. Local: Area residents utilize the CRT, many starting from neighborhoods, to access nearby restaurants, bike shop, downtown, schools, parks, essential businesses/services, and cultural attractions. In addition, the OPC Social & Activity Center and Rochester Avon Recreation Authority are in close proximity to the trail. 2. County/Regional: Beyond the city limits, the CRT has direct connections with other regionally significant trails like the Macomb Orchard Trail, Paint Creek Trail, and West Bloomfield Trail. This linear park provides users with an active transportation corridor and a variety of recreational opportunities such as biking, walking, running, canoeing/kayaking, geocaching, fishing, cross-county skiing and wildlife viewing. The Clinton River Trail also links county and regional users with historic downtowns, parks and open space, the Clinton River, business districts and local tourism attractions. 3. State: The Clinton River Trail in Rochester is uniquely situated at the junction of two cross-state trails. The first is the Great Laketo-Lake Trail Route 1 that is a 270-mile destination trail that extends east to west across Michigan between South Haven to Port Huron. The second is the Iron Belle Trail-Biking Route that extends north to south between Belle Isle to Ironwood. Once completed, these important cross-state destination trails will provide local communities with economic vitality, active transportation, health and fitness, environmental preservation, and local tourism related opportunities. According to trail counter data gathered by the City of Rochester Hills, the section of trail between Avon Road and Diversion Street had an average of 3,150 people per week throughout the month of September 2024. The City of Rochester is a key "trail town" along both cross-state routes. It is important that the City works with the Rochester Downtown Development Authority and the Main Street Oakland County program to coordinate, cross-promote, and leverage trail-related amenities in the downtown and surrounding commercial areas to benefit all users.

Attachments

Required

Site plan or project map

Optional

| Public engagement reports |
|---------------------------|
| Letters of support |

☐ Design drawings and specifications

 $oxed{\boxtimes}$ Photographs with captions indicating relevant content

☐ Manufacturer information

Other Click or tap here to enter text.

Acknowledgement

This is a partial reimbursement program. The community will receive fifty percent (50%) of the grant amount when the grant agreement is executed. The community can submit quarterly requests for

Page 6 of 6

additional funds throughout the grant period, with Oakland County holding back ten percent (10%) of the grant amount until the project is closed out as defined in the grant agreement. Final payment of the remaining grant funds including the ten percent (10%) held back will be released upon the County's approval of the grantee's final report and satisfactory project completion as defined by the County.

Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final ten percent (10%) of grant funds.

Submission

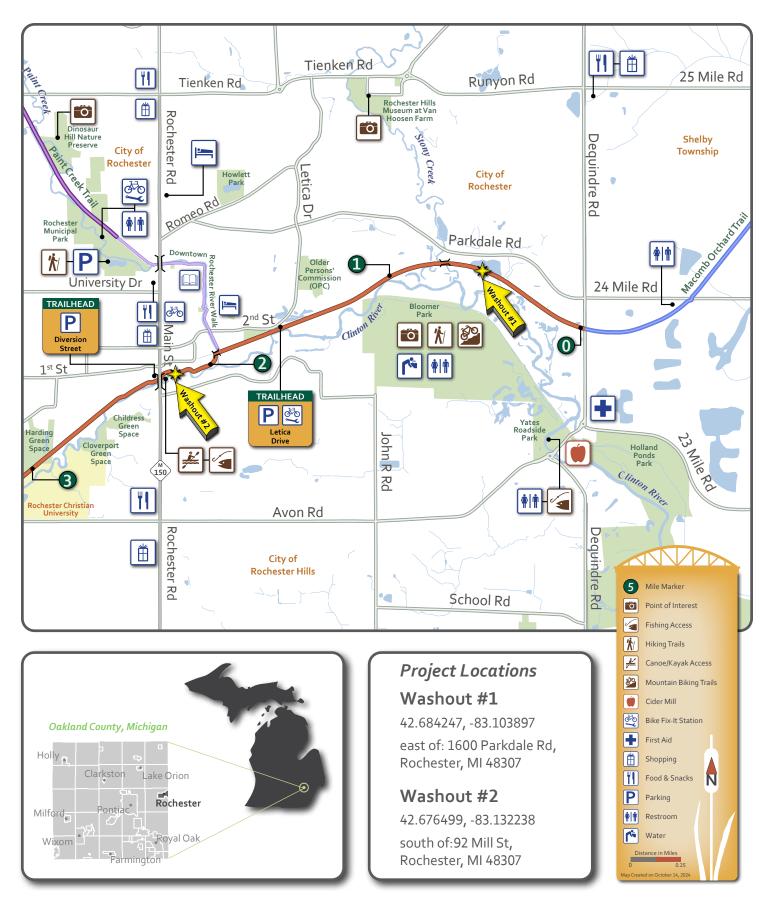
Send completed forms and attachments to the email below. If your file size is too large to email, reach out for file-sharing options. Please call with any questions.

Contact Information:

Donna Folland Chief – Planning (248) 736-9087 follandd@oakgov.com

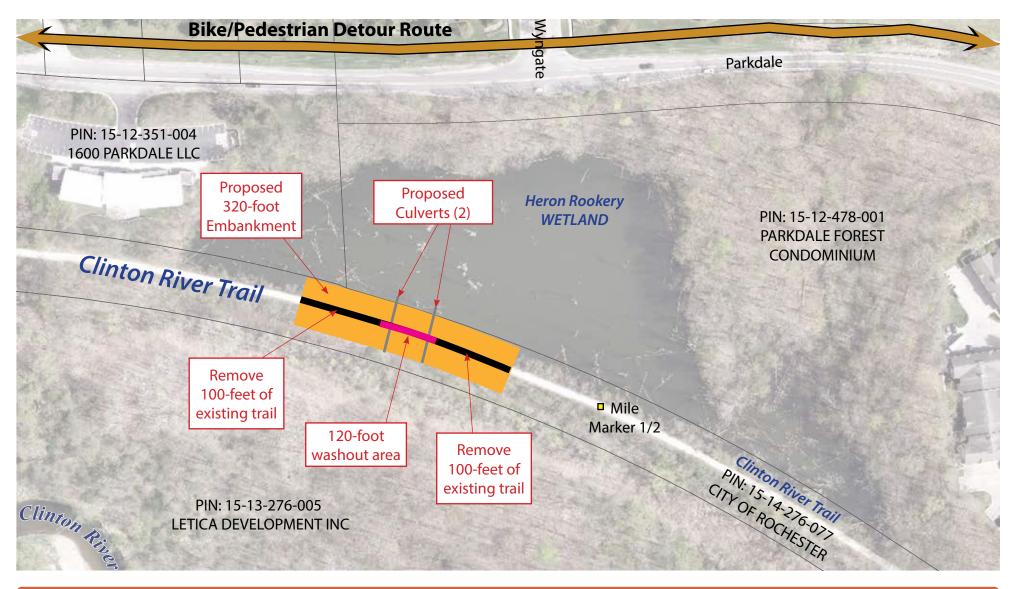


PROJECT LOCATION MAP





CONCEPT SITE DEVELOPMENT PLAN





Distance in Feet

25 2024

Updated 10.25.2024

Washout #1

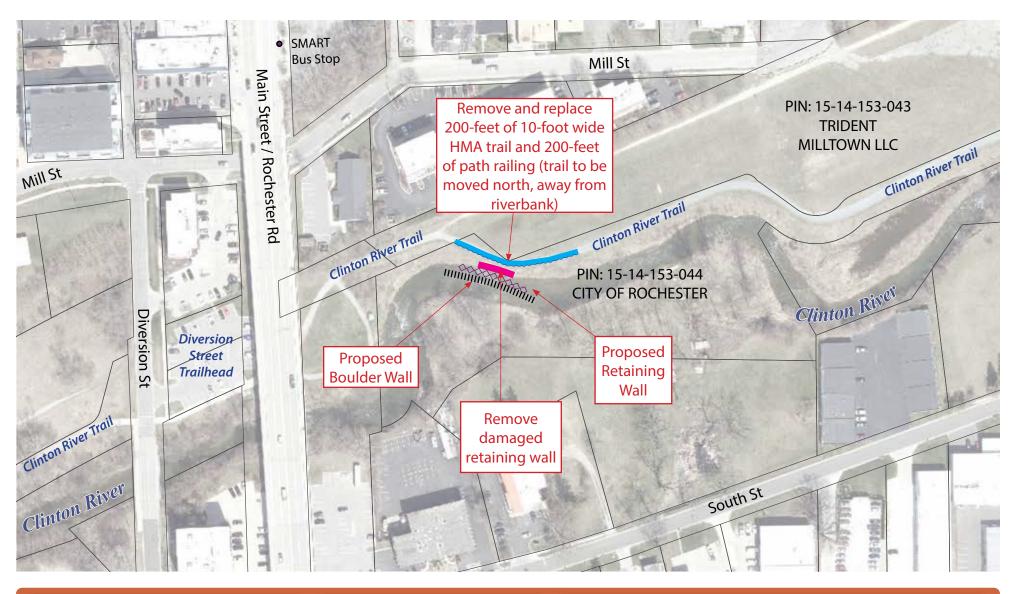
Concept Site Development Plan

City of Rochester

Clinton River Trail Washout Remediation



CONCEPT SITE DEVELOPMENT PLAN





Washout #2

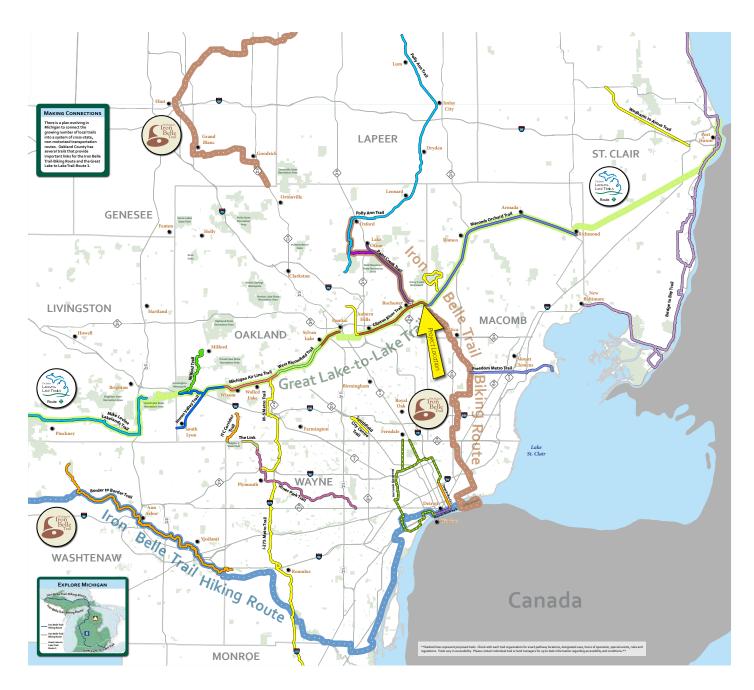
Concept Site Development Plan

City of Rochester

Clinton River Trail Washout Remediation



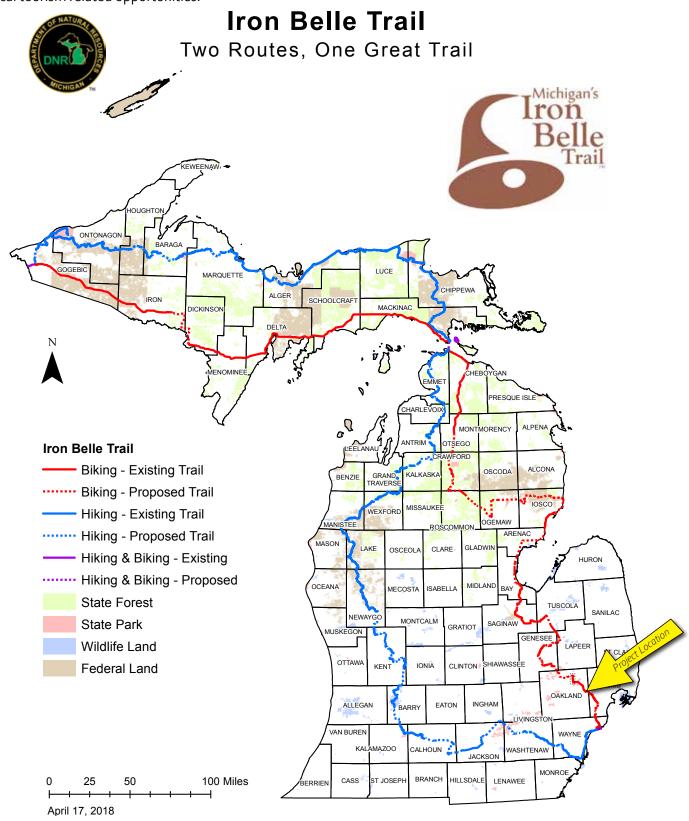
SE MI ACTIVE TRANSPORTATION MAP



The Clinton River Trail is an important part of the Southeast Michigan Active Transportation Network.

MICHIGAN'S IRON BELLE TRAIL

A portion of the Clinton River Trail is a key segment of Michigan's Iron Belle Trail-Biking Route that extends across the state from Belle Isle to Ironwood. This important cross-state trail network provides local communities with economic vitality, active transportation, social connection, health and fitness, environmental preservation, and local tourism related opportunities.





GREAT LAKE-TO-LAKE TRAIL





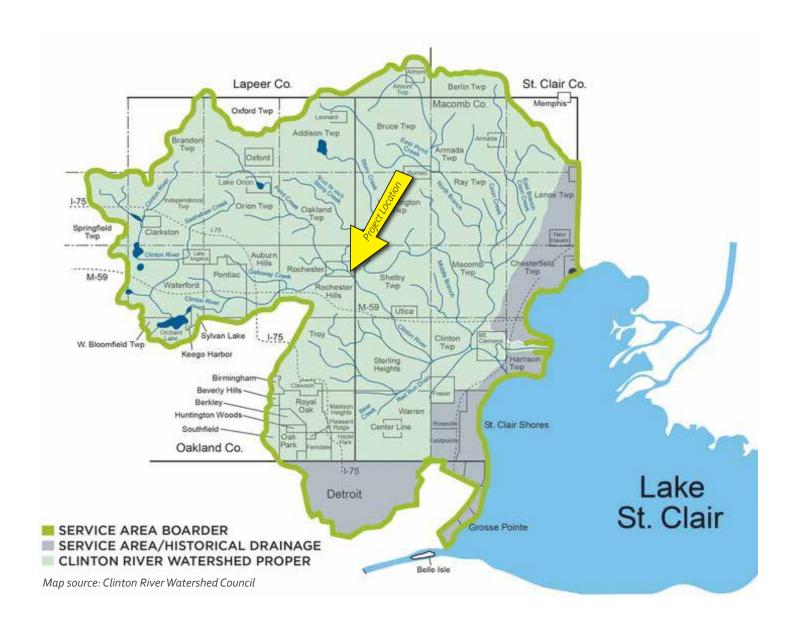






The Clinton River Trail is a key segment of Route 1 of the Great Lake-to-Lake Trail. This cross state trail extends across the Lower Peninsula from Lake Michigan to Lake Huron.

CLINTON RIVER WATERSHED



The Clinton River, its watershed, and Lake St. Clair are a valuable freshwater resource that not only provide important ecological functions but also provide the region with many important uses, including water-oriented towns, tourism, diverse wildlife habitat, boating, fishing, and many other recreational activities.



CLINTON RIVER TRAIL TURNS 20

In 2004, five cities (Rochester, Rochester Hills, Auburn Hills, Pontiac and Sylvan Lake) signed a "Memorandum of Understanding" and solidified their commitment to support the Clinton River Trail (CRT) as a contiguous 16-mile-long community amenity in Oakland County—this milestone is recognized as the official establishment of the CRT.

However, the origins of this beloved rail-trail began further back. The Oakland County Planning Division began to envision and promote the benefits of a countywide non-motorized network circa 1975. In the 1970s and 1980s, the I-275 Metro Trail and the Paint Creek Trail helped to pave the way for linked, long distance walking and biking corridors in Oakland County. Local organizers for the CRT were able to glean important lessons from both of these early projects including trail ownership, organizational structure, funding opportunities, and how to work to gain public support.

In 1998, a group of loosely organized citizens recognized a great opportunity to convert a soon to be abandoned Grand Trunk railway into a recreational trail. Led by Rochester Hills resident Dan Keifer, the group began their campaign to build public awareness. Numerous residents expressed interest and teamed up with staff from Oakland County Planning and city representatives to make this vision become a reality. Around 2001, Friends of the Clinton River Trail (FCRT) was formalized and became a non-profit corporation with the vision to create a trail that would be "a safe and enjoyable recreational feature for the communities through which it passes."

Funding came in and piece by piece, city by city, the CRT started to take shape. "Although some of the faces have changed over the years, the FCRT has remained a 100% volunteer organization," says Melinda Hill, president of FCRT. "Our 20th Anniversary Celebration on May 22 at Goldner Walsh Garden & Home in Pontiac attracted numerous supporters," continues Hill. "A nice combination of past, present and hopefully future supporters of the CRT. With some of the earliest volunteers no longer with us, we must rely on this next generation of talented volunteers to take the torch for the next 20 years."

Guest speakers at the celebration included Todd Scott, executive director, Detroit Greenways Coalition; and Andrea LaFontaine, executive director, Michigan Trails and Greenways Alliance.

Art on the Trail

The CRT has been selected to host eight art installations as part of the Detroit Institute of Arts (DIA) 2024 Inside|Out program. This program brings high-quality reproductions of DIA's collection to outdoor venues throughout Metro Detroit to increase engagement between the museum and its diverse audiences in Macomb, Oakland, and Wayne counties. Look for artwork along the trail through October.

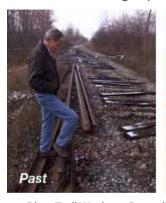
Trail Events

Annually, trail enthusiasts can participate in the following events: National Trails Day, OPC 5K Run/Walk for Meals on Wheels; "Table to Table Ride; Paddlepalooza; Leader Dogs Bark and Brew; Auburn Hills Summerfest.

Upcoming Trail Developments

Adams Road Crossing

Bagley Sidepath | Meadow Drive/CRT Extension | Pontiac Pike St. Connector









WASHOUT #1 SITE PHOTOGRAPHS

Washout #1 | Aerial Photo Comparison







SITE PHOTOGRAPHS

WASHOUT #1 | AERIAL PHOTO COMPARISON







SITE PHOTOGRAPHS

Washout #1





SIGNIFICANT INCREASE IN WATER IN THE CLINTON RIVER | LOOKING NORTHEAST





DATA - PRECIPITATION

| Climatolo | gical Data for I | Detroit Area, M | I (ThreadEx) | |
|------------|------------------|-----------------|-----------------|------------------|
| Data | Temperature | | D.,, .;, ;4.,4; | 1 |
| Date | Maximum | Minimum | Precipitation | |
| 2024-06-28 | 73 | 59 | T | |
| 2024-06-29 | 88 | 66 | 1.02 | |
| 2024-06-30 | 75 | 58 | 0.00 | |
| 2024-07-01 | 75 | 53 | 0.00 | |
| 2024-07-02 | 78 | 58 | 0.00 | |
| 2024-07-03 | 86 | 70 | 0.00 | |
| 2024-07-04 | 83 | 67 | 0.00 | |
| 2024-07-05 | 80 | 67 | 0.10 | |
| 2024-07-06 | 81 | 65 | 0.00 | |
| 2024-07-07 | 85 | 61 | 0.00 | 7 |
| 2024-07-08 | 88 | 68 | 0.00 | |
| 2024-07-09 | 81 | 71 | 0.09 | |
| 2024-07-10 | 74 | 65 | 1.22 | |
| 2024-07-11 | 85 | 63 | 0.00 | 7 |
| 2024-07-12 | 83 | 68 | 0.01 | 7 |
| 2024-07-13 | 87 | 65 | T | 7 |
| 2024-07-14 | 86 | 71 | T | 7 |
| 2024-07-15 | 87 | 71 | 0.01 | 7 |
| 2024-07-16 | 87 | 69 | 0.54 | Day of the Washo |
| 2024-07-17 | 83 | 68 | T | |
| 2024-07-18 | 76 | 59 | 0.00 | 7 |
| 2024-07-19 | 80 | 56 | 0.00 | 7 |
| 2024-07-20 | 80 | 61 | 0.00 | 7 |

Source: National Weather Service

The letter "T" indicates that only a trace of precipitation has fallen.

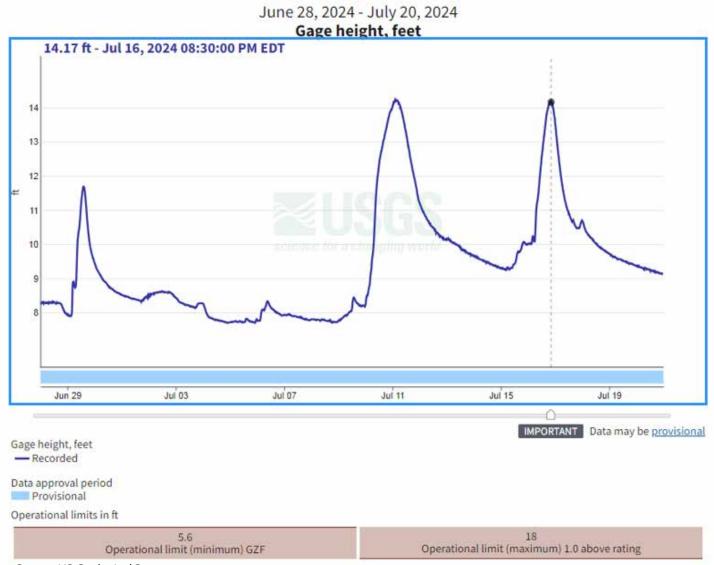
The National Weather Service maintains data for the Detroit Area. The table above provides temperature and precipitation data for the days leading up to and just after the washout. Take note of the three dates highlighted in yellow. The first is from June 29, 2024 when the area received approximately 1.02-inches of rain, the second is from June 10, 2024 with 1.22-inches of rain and the third is from July 16, 2024, the day that the washout occurred, with 0.54-inches of rain.

Additional analysis is needed as we work to understand the impacts of climate change on the trails and in parks. However, the washout may be able to be teach us to better identify potential hazards in locations that may be experiencing hotter summer temperatures, more rain, increase in snow, intense storms, and/or flooding. It may also help to strengthen planing efforts and strategically use this essential infrastructure to enhance climate resiliency.



WASHOUT #1

Clinton River at Sterling Heights, MI - 04161820



Source: US Geological Survey

The US Geological Survey monitors streamflow on the Clinton River. There is monitoring location downstream from Washout #1 (near 8601 Riverland Dr in Sterling Heights). The graph above shows data from the water level at the gage height (notice the three large peaks). The first peak on the left side is from June 29, 2024 when the area received approximately 1.02-inches of rain. The peak in the center of the graph is from July 10, 2024 when the area received approximately 1.22-inches of rain. The peak on the right is from July 16, 2024, the day that the washout occurred, and the area received approximately 0.54-inches of rain in addition to all of the water that was released from the Heron Rookery.

11:30:00 AM EDT

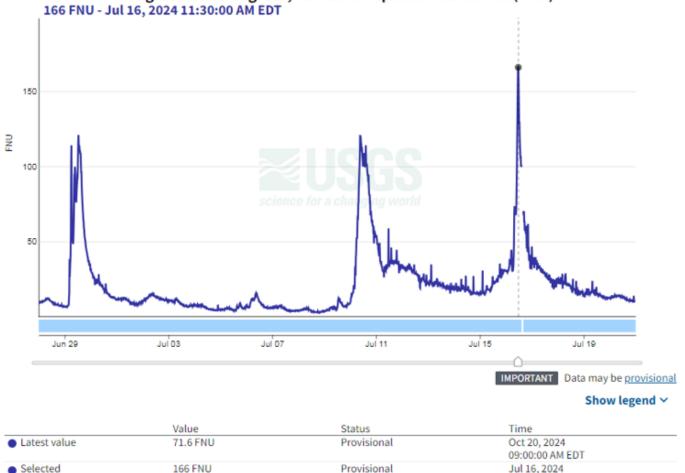


Washout #1

Clinton River at Sterling Heights, MI - 04161820

June 28, 2024 - July 20, 2024

Turbidity, water, unfiltered, monochrome near infra-red LED light, 780-900 nm, detection angle 90 +-2.5 degrees, formazin nephelometric units (FNU)



Source: US Geological Survey

The US Geological Survey monitors streamflow on the Clinton River. There is monitoring location downstream from Washout #1 (near 8601 Riverland Dr in Sterling Heights). The graph above shows turbidity data (notice the three large peaks). Turbidity is a measure of how clear water is, or how much light is scattered or absorbed by suspended particles in the water. Water with high turbidity is cloudy or muddy, while water with low turbidity is clear and easy to see through.

The first peak on the left side is from June 29, 2024 when the area received approximately 1.02-inches of rain. The peak in the center of the graph is from July 10, 2024 when the area received approximately 1.22-inches of rain. The peak on the right is from July 16, 2024, the day that the washout occurred, and the area received approximately 0.54-inches of rain in addition to all of the water that was released from the Heron Rookery after the washout occurred.



SITE PHOTOGRAPHS

WASHOUT #1 | LOOKING WEST



NATURAL EARTHEN BERM FORMED | LOOKING WEST







WASHOUT #1 | LOOKING EAST



WASHOUT IS APPROX. 10-12 FEET DEEP



FIBER OPTIC CABLE NEEDED TO BE REPAIRED





SITE PHOTOGRAPHS

Example of Detour Map | Looking east



Example of Detour Signage at Each End of the Closure







SITE PHOTOGRAPHS

IMAGES OF THE GREAT BLUE HERON ROOKERY OVER THE PAST 20 YEARS





















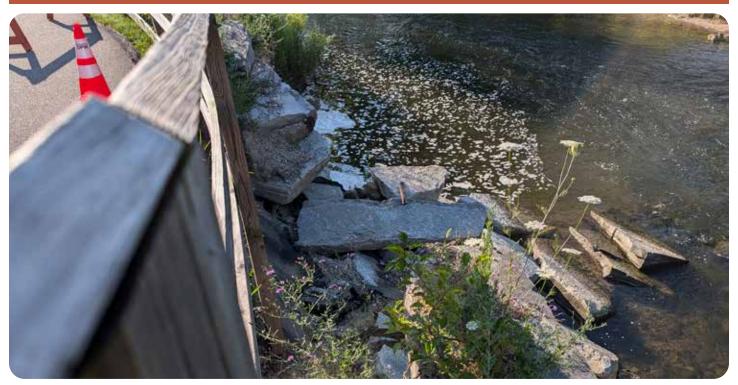


WASHOUT #2 SITE PHOTOGRAPHS

Washout #2 | Looking Northeast



FAILED RETAINING WALL | LOOKING SOUTHEAST





SITE PHOTOGRAPHS

Failed Retaining Wall | Looking South



Washout #2 Railing and Pathway Collapse





RETURN TO AGENDA

Oakland County Parks and Recreation Commission Memo

Agenda #: 7

Department: Administration

From: Chris Ward, Director

Subject: Amended Agreement with the City of Farmington Hills for Heritage Park (Oaks)

BACKGROUND:

Last June, the Parks Commission and Board of Commissioners approved an interlocal agreement with the City of Farmington Hills for the operation and management of a portion of Heritage Park by Oakland County Parks. The City of Farmington Hills City Council did not act on the agreement as expected at their following meeting. Since that time the parties have continued discussions to reach mutually agreeable terms. As a result of those negotiations, the following amended agreement is being proposed and will be considered by the City Council on June 11th. Should the Council fail to approve the agreement at this meeting, we will request that it be withdrawn from the Board's August 20th agenda.

A red-lined version of the agreement follows. The most substantive change is the enlargement of the area subject to OCP management to include the entirety of the park with the exception of the historic Longacre House. The additional 50 acres encompasses a splash pad and parking lot previously excluded. With this change OCP will assume 100% of the CIP and operating costs for the park during the life of the agreement.

It is worthy of noting that the latest park guest mobility data indicates that Heritage Park will likely become one of our most visited parks, attracting approximately 50,000 more guests than Independence Oaks. Heritage Park promises to be a flagship of our park system in southern Oakland County and basis for greatly increasing our reach to serve residents of that region.

RECOMMENDED MOTION:

Move to recommend approval of the Amended Interlocal Agreement with the City of Farmington Hills for Heritage Park to the Board of Commissioners.

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF FARMINGTON HILLS FOR HERITAGE PARK

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Farmington Hills, 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336 ("City"). County and the City may also be referred to jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. The City is the owner of approximately two hundred and twelve (212) acres of real property (hereinafter "Premises").
- B. The Parties desire to have OCPRC operate, manage, plan for, and maintain the Premises, for conservation purposes and for public recreation purposes, including, but not limited to, pathways, trails, and a parking lot for such purposes. To effectuate this desire, the County and the City now enter into this Agreement, pursuant to Michigan law, for the purpose of delineating the duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of the Premises.

The Parties agree to the following terms and conditions:

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. <u>Capital Improvement Project</u> means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
 - 1.3. <u>City</u> means the City of Farmington Hills, its Council, departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.4. <u>City Employee</u> means any City employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "City Employee" shall also include any person who was a City Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.5. Claims means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based

- upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.
- 1.6. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.7. <u>County Employee</u> means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. **Effective Date.** the date all Parties sign the Agreement.
- 1.10. <u>Exhibits</u> means the following documents, which this Agreement includes and incorporates:1.10.1. <u>Exhibit A:</u> describes and depicts the Premises.
- 1.11. <u>OCPRC</u> means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
- 1.12. Park means the park operated and managed by the Parties on the Premises.
- 1.13. Park Fees and Charges means the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by the City associated with the use of the Park.
- 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC and the City and grants, gifts, and donations received by OCPRC or by the City for the Park.
- 1.15. **Premises** means the real property that is described and depicted in Exhibit A.
- 1.16. <u>Transition Period</u> means a period of time commencing on the Effective Date and ending on March 31, 2026.

2. AGREEMENT TERM/ REAL PROPERTY DESCRIPTION & TERMINATION.

2.1. Agreement Term. This Agreement shall commence on the Effective Date and end thirty (30) years from the Effective Date ("Initial Term"). On the date the Initial Term ends, this Agreement shall automatically renew, without action of either Party, for thirty (30) years ("Renewal Term"). However, if either Party provides written notice to the other Party, at least one hundred eighty (180) days before the end of the Initial Term, of its desire that the Agreement not renew, then the Agreement shall end on the last day of the Initial Term. The non-renewal of this Agreement pursuant to this Section shall not be deemed a termination of this Agreement under Section 2.7. The terms and conditions contained in this Agreement shall not change during the Renewal Term. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk

- with the Secretary of State.
- 2.2. <u>Agreement Amendments.</u> All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.
- 2.3. **Real Property Subject to Agreement.** The City grants the County use of the Premises for the purposes and according to the terms and conditions set forth herein.
- 2.4. <u>Use of Premises.</u> On the date the Transition Period ends, OCPRC shall have care, control, and use of the Premises to operate, manage, plan, maintain, and improve the Premises for public recreation activities, as further described and delineated herein, and to provide other recreation activities mutually agreed upon by the Parties. OCRPC shall obtain the City's prior consent, in writing, to use the Premises for any purpose not described herein, such consent shall be given by the City's Representative.
- 2.5. <u>Fee for Use of Premises.</u> The County shall not pay a monetary fee for the use of the Premises. The Parties acknowledge that the services provided by the County during this Agreement are adequate consideration for this Agreement.
- 2.6. **Designation of Park & Name of Park.** During this Agreement, the Premises shall be named "Heritage Oaks Park" or another name mutually agreed to in writing by the City Representative and the OCPRC Representative. Both Parties shall jointly be designated on the signage for the Park.

2.7. **Termination/Expiration.**

- 2.7.1. Termination by the City. The City may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the City with information at any time during this Agreement that was false or fraudulent; or (3) OCPRC fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC.
 - 2.7.1.1. **Termination by the City in Absence of Default/Breach.** If the City terminates this Agreement, in absence of default or breach by OCPRC, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
 - 2.7.1.2. **Termination by the City for Default/Breach.** If the City terminates this Agreement for default or breach by OCPRC, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2. <u>Termination by OCPRC.</u> OCPRC may terminate this Agreement, at any time, if the City is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) the City provided OCPRC with information, at any time during the Agreement term, that was false or fraudulent; (3) the City fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the City.

- 2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by the City, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of the City, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date of the termination notice.
- 2.7.3. <u>Disposition of Personal Property Upon Expiration/Termination of Agreement.</u>
 Upon expiration or termination, for any reason, of this Agreement, each Party shall retain ownership of personal property purchased by them, unless the Parties otherwise agree in writing. "Personal property" does not include buildings or fixtures.
- 2.7.4. <u>Condition of Park Upon Expiration/Termination of Agreement.</u> Upon the expiration or termination of this Agreement, OCPRC shall cease all Park management and operation, surrender the Premises to the City, and cooperatively work with the City to transfer Park management and operation.
- 2.7.5. Payment for Non-Depreciated Capital Improvement Projects Upon Agreement Expiration. If the Agreement is not renewed at the end of the Initial Term for the Renewal Term, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date the Agreement expires. Upon the expiration of the Renewal Term, the City shall not reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC.

3. TRANSITION PERIOD.

3.1. <u>Transition Period.</u> This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park management and operations to OCPRC.

3.2. Park Information.

- 3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all grant agreements, endowment agreements, or other agreements that impose restrictions and conditions upon the Premises and its use.
- 3.2.2 <u>Agreements between the City and Third Parties.</u> Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all third party agreements relating to the use, management, or operation of the Premises, if any. OCPRC is not under any obligation to assume any third party agreements relating to the management or operation of the Premises.

3.3. Rights and Obligations During the Transition Period.

3.3.1. Park Operation and Maintenance During Transition Period. During the Transition Period, the City shall be responsible to operate and to maintain the Park and to pay for all costs associated therewith.

- 3.3.2. <u>County Right to Access and Perform Work on the Premises.</u> During the Transition Period, the County may access the Premises to perform maintenance, restoration, repairs, and improvements to the Premises, mutually agreed to by the Parties in writing.
- 3.3.3. <u>Premises Inspections.</u> During the Transition Period, the County shall inspect the infrastructure and conditions of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, pavilions, playground equipment, trails and pathways. The inspection shall be codified in a document to illustrate the condition of the Premises at the end of the Transition Period.
- 3.3.4. **Park Planning.** During the Transition Period, the County shall: (1) assume primary responsibility for Park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.
- 3.3.5. **Park Programming.** During the Transition Period, OCPRC may organize and host mutually agreed upon recreation programs, events, volunteer activities, and other activities.

3.4. Environmental Condition.

- 3.4.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.
- 3.4.2. <u>Copies of Environmental Assessments.</u> OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCRPC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.
- 3.4.3. <u>Termination Related to Environmental Assessments.</u> Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessments performed pursuant to this Section.

4. PARK GOVERANCE & OPERATIONS.

- 4.1. <u>Agreement Administration</u>. The City Manager or their successor or their written designee is the City's Agreement Administrator (hereinafter "the City's Representative"). The OCPRC Director or their successor or their written designee is OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of their written designees.
- 4.2. <u>Disputes.</u> All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the City Representative and the OCRPC Representative for possible resolution. If the City Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.

- 4.3. Park Management and Operations. Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. The OCPRC Master Plan can be found on the OCPRC website. OCPRC shall manage and operate the Park with OCPRC staff, volunteers, and contractors.
- 4.4. Park Improvement Projects. OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises. No Capital Improvement Projects shall occur without the prior written approval of the City's Representative, unless such Capital Improvement Project was included in the CIP.
- 4.5. <u>Park Maintenance/Repairs</u>. The responsibility for, provision of, and costs for Park maintenance and repairs shall be set forth in the Park Operations and Management Plan described in and required by this Section.
- 4.6. <u>Park Utilities</u>. The provision of and costs for utilities for the Park and Premises utilities shall be the responsibility of the City.
- 4.7. **Park Action Plan.** By March 31, 2026, OCPRC shall create a Park Action Plan for the Park. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. The OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. If the City Representative does not respond within the thirty (30) day period, then the City Representative is deemed to have approved the Park Action Plan. Notwithstanding any other provision, if the City Representative does not approve the Park Action Plan by March 31, 2025, OCPRC or City may terminate this Agreement. Such termination shall not be deemed a breach or default of the City. Modifications to the Amendment shall be codified according to the procedure set forth in this Section. Every five (5) years OCPRC shall create an updated Park Action Plan, which the City Representative shall have at least sixty (60) days to review and comment on.
- 4.8. Park Operations and Management Plan. By March 31, 2026, OCPRC shall create a Park Operations and Management Plan for the Park ("POMP"), addressing and planning for Park operations, use of County-owned equipment by the City, use of volunteers at the Park, use of City employees at the Park, the uniforms that will be worn by City and County employees in the Park, forecasting Park maintenance projects for a five (5) year period and how the City and OCPRC will communicate and meet to review and discuss matters relating to the Park. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative, who shall provide the POMP to City Council for its approval, comments and recommendations. The City Representative shall submit City Council's comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the POMP. If the City Representative does not respond within the thirty (30) day period, then the City is deemed to have approved the POMP. OCPRC shall review and

consider the City's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City's comments and recommendations or passage of the thirty (30) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the City Representative and OCPRC Representative cannot agree to a POMP within thirty (30) Days after the end of the City POMP Comment Period, then OCPRC or City may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the POMP shall be codified according to the procedure set forth in this Section. Every five (5) years OCPRC shall create an updated POMP which the City Representative shall have at least sixty (60) days to review and provide comments.

- 4.9. Park Capital Improvement Plan. By March 31, 2026, OCPRC shall create a Park Capital Improvement Plan ("CIP") forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC's current policies and procedures and shall be included in OCPRC's annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The CIP shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the CIP ("City CIP Comment Period"). OCPRC shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. If the City Representative does not respond within the City CIP Comment Period, then the City Representative is deemed to have approved the CIP. After receiving the City Representative's written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the City Representative and OCPRC Representative cannot agree to a CIP within thirty (30) Days after the end of the City CIP Comment Period, then OCPRC or City may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the City shall reimburse OCPRC the amount of the nondepreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the CIP shall be codified according to the procedure set forth in this Section. Every four (4) years OCPRC shall create an updated CIP, which the City Representative shall have at least sixty (60) days to review.
- 4.10. <u>Park Access/Parking</u>. The Parties shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park). This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. In no event shall any resident of the City incur any fee or charge for entering the Park or Premises or for parking their car in or on the Park or Premises.
- 4.11. **Endangered Species.** OCPRC acknowledges that the Premises or portions thereof may be subject to restrictions or closures, if endangered species are present.

- 4.12. <u>Park Rules.</u> During this Agreement, the Park and Premises shall be subject to City Rules and Regulations and City policies and procedures, except as otherwise provided by this Agreement.
- 4.13. Park Security. Security for the Park shall be provided by the City solely at its expense.
- 4.14. <u>Signs.</u> OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall be required to comply with the City's ordinance requirements regarding the design and placement of any new signs, unless otherwise agreed to by the City. OCPRC shall be responsible for the cost of signs it erects.
- 4.15. <u>Volunteers.</u> OCPRC may use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All OCPRC volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.16. Sponsorship of Events/Programs at Park by Third Parties. Without approval from the OCPRC, the City may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to the City's policies and procedures.
- 4.17. <u>Use of Park by Third Parties.</u> Notwithstanding any other provision in this Agreement, the City may license use of the Park to third parties for events or programs, without approval from and notification to OCPRC. The City shall allow such use via written agreement with the third party, pursuant to City policies and procedures. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through the City. The written agreement for use of the Park by third parties shall also include the County and OCPRC as indemnified parties and additional insureds as well, if insurance is required.
- 4.18. <u>Use of Park by the City/County.</u> OCPRC may use the Park for OCPRC-sponsored events or programs at no cost, charge, or fee, if such use does not conflict with other scheduled events or programs. To avoid scheduling conflicts at the Park, OCPRC shall reserve use of the Park for its events or programs, through the City. OCPRC shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs. County and City shall promote activities planned by the other Party to take place in the Park in the same manner as they promote their own activities.

5. PARK FINANCES.

- 5.1. <u>Initial OCPRC Investment.</u> Within thirty (30) Days of the date the Transition Period ends, the County shall pay the City four million dollars (\$4,000,000.00), for non-depreciated value of capital improvements made by the City to the Park prior to the execution of this Agreement.
- 5.2. <u>Park Maintenance Fee and Utilities.</u> During the Transition Period the Parties shall discuss and determine payment of Park maintenance and utilities. This determination shall be contained in the POMP.
- 5.3. Establishment of Park Fees & Charges. The City shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to the City's current policies and procedures as may be amended by City Council. Notwithstanding any other provision in this Agreement, at no time shall City Residents and Oakland County Residents be charged a fee for entry into the Park or the Premises or for parking at the Park or on the Premises.

- 5.4. <u>Park Revenue.</u> Subject to applicable law, all Park Revenue shall be paid to the City and shall be deemed the City's revenue. The City shall record the monies of all Park Revenue according to generally accepted accounting principles.
- 5.5. Annual Accounting and Audits. The City shall provide OCRPC with an annual accounting of Park Revenue consistent with generally accepted accounting policies and procedures. OCPRC has the right to annually review and audit the City's records related to Park Revenue.
- 5.6. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC and the City shall work together to apply for and manage grants related to the Park.

6. ASSURANCES/LIABILITY/INSURANCE.

- 6.1. <u>Title to Premises.</u> The City warrants that it has fee simple title to the Premises and the authority to enter into this Agreement. The City, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging the City's right to execute this Agreement or OCPRC's use of the Premises as set forth herein.
- 6.2. <u>Liability for Claims.</u> Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its agents, employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.3. <u>Liability for Claims Prior to the Agreement Effective Date.</u> To the extent provided by law, the City shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at the City's sole expense, any Claim that occurred prior to the Effective Date or that was incurred but not reported prior to the Effective Date.
- 6.4. <u>Liability for Environmental Matters.</u> Notwithstanding any other provision, OCRPC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Premises, which existed on the Premises prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3. OCRPC shall be responsible to perform or to pay for remediation or clean-up of any environmental contamination on or around the Premises, which is caused by OCRPC and to the extent provided by law, is caused by any of its contractors on the Premises.
- 6.5. <u>Legal Representation</u>. Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 6.6. <u>Responsibility for Costs/Fines/Fees</u>. Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.8. Governmental Function/Reservation of Rights. Performance of this Agreement is a governmental function and government service. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this

Agreement shall be construed as a waiver of governmental immunity.

6.9. <u>Limitation of Liability.</u> In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

6.10. Insurance.

- 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
- 6.10.2. If a Party purchases a special event insurance policy for use the Premises, for whatever reason, then the Party shall name the other Party and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as "additional insureds" on such policy.
- 6.10.3. The City, at its sole cost, shall obtain real property insurance or self-insurance for existing buildings and structures located on the Premises and for any future buildings and structures located on the Premises whether built by the City or OCPRC. If a building or structure that is covered by the City's real property insurance is damaged or destroyed, the City shall repair or replace the building or structure in a timely manner
- 6.11. <u>Waste.</u> Neither Party shall commit or allow to be committed any waste or nuisance on the Premises and will not use, or allow the Premises to be used, for any unlawful purpose.

6.12. Compliance with Laws.

- 6.12.1. The Parties shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.
- 6.12.2. OCPRC shall comply with all applicable grants and other agreements between the City and another entity such as the state of Michigan, governing the operation of and restrictions upon the Premises. OCPRC understands that the Spicer House, located on the Premises, is a designated Historic District and shall comply with all City Historic District ordinances and state law relating to Historic Districts.
- 6.12.3. The Parties acknowledges that any violations of the federal, state, or local regulations or convictions of any resource violations may be considered a default of this Agreement and may terminate this Agreement, as provided herein.
- 6.13. <u>Authorization.</u> The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. GENERAL TERMS AND CONDITIONS.

7.1. **No Interest in Premises.** Through this Agreement, OCPRC shall have no title interest in and/or to the Premises or any portion thereof and has not, does not, and will not claim any such title or any easement over the Premises.

- 7.2. <u>Delegation or Assignment</u>. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the City shall be given by the City Representative.
- 7.3. <u>No Employee-Employer Relationship</u>. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the City.
- 7.4. **No Third Party Beneficiaries**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 7.5. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 7.6. <u>Severability</u>. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 7.7. <u>Captions</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.8. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 7.9. <u>Notices</u>. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
 - 7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan

48341.

- 7.9.2. If Notice is sent to the City, it shall be addressed and sent to Clerk, City of Farmington Hills, 31555 W Eleven Mile Rd, Farmington Hills, MI 48336 and the Director of Special Services, 31555 W Eleven Mile Rd, Farmington Hills, MI 48336.
- 7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 7.10. Governing Law/Consent To Jurisdiction And Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 47th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 7.11. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.
- 7.12. Entire Agreement. This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement and the referenced Affidavit supersede all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

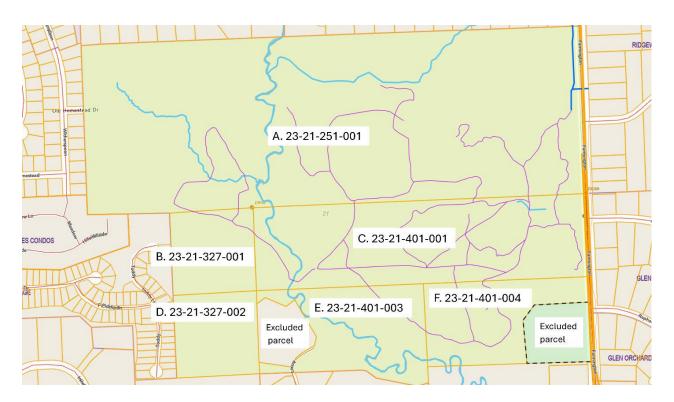
| to execute this Agreement. | |
|--------------------------------------|-------|
| EXECUTED: Gary Mekjian, City Manager | DATE: |
| WITNESSED: | DATE: |

IN WITNESS WHEREOF, Gary Mekjian, City Manager, has been authorized by a resolution of the City,

| Agreement. | |
|------------|-------|
| EXECUTED: | DATE: |
| WITNESSED: | DATE: |
| EXECUTED: | DATE: |
| WITNESSED: | DATE |

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, has been authorized by a resolution of the Oakland County Board of Commissioners to execute this

EXHIBIT A



PARCEL A

- Parcel: 23-21-251-001 (121.06 ac)
- Legal Description: T1N, R9E, SEC 21 S 1/2 OF NE 1/4 & SE 1/4 OF NW 1/4 120 A (entire parcel)

PARCEL B

- Parcel: 23-21-327-001 (9.94 ac)
- Legal Description: T1N, R9E, SEC 21 N 1/2 OF E 1/2 OF NE 1/4 OF SW 1/4 10 A
 PARCEL C
 - Parcel: 23-21-401-001 (39.69 ac)
 - Legal Description: T1N, R9E, SEC 21 N 1/2 OF N 1/2 OF SE 1/4 40 A

PARCEL D

- Parcel: 23-21-327-002 (9.90 ac)
- Legal Description: T1N, R9E, SEC 21 S 1/2 OF E 1/2 OF NE 1/4 OF SW 1/4 10 A
 PARCEL E
 - Parcel: 23-21-401-003 (16.95 ac)
 - Legal Description: T1N, R9E, SEC 21 THAT PART OF SW 1/4 OF SE 1/4 LYING N OF 'CROSSMAN & MARQUIS SUB', ALSO W 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 EXC BEG AT PT DIST S 02-00-00 E 760 FT FROM CEN OF SEC, TH N 53-15-00 E 83 FT, TH S 66-25-00 E 178 FT, TH N 53-40-00 E 88 FT, TH S 30-30-00 E 338 FT, TH S 14-05-00 W 71 FT, TH S 60-20-00 W 114 FT, TH S 50-20-00 W 64 FT, TH S 21-15-00 W 78 FT, TH N 81-25-00 W 265 FT, TH N 02-00-00 W 460 FT TO BEG 16.50 A

PARCEL F

• Parcel: 23-21-401-004 (14.43 ac)

EXHIBIT A

Legal Description: T1N, R9E, SEC 21 E 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 EXC BEG AT PT DIST S 864.58 FT FROM E 1/4 COR, TH S 89-47-10 W 437.66 FT, TH S 38-31-50 W 150.73 FT, TH S 03-00-30 E 342.75 FT, TH S 89-48-20 E 514.24 FT, TH N 463.02 FT ALG SEC LINE TO BEG 14.56 A

Total acreage of Heritage Park: 211.97 acres

INTERLOCAL PARTNERSHIP AGREEMENT BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF FARMINGTON HILLS FOR HERITAGE PARK

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Farmington Hills, 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336 ("City"). County and the City may also be referred to jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. The City is the owner of approximately one hundred and sixtytwo hundred and twelve (212160) acres of real property (hereinafter "Premises").
- B. The Parties desire to have OCPRC operate, manage, plan for, and maintain the Premises, for conservation purposes and for public recreation purposes, including, but not limited to, pathways, trails, and a parking lot for such purposes. To effectuate this desire, the County and the City now enter into this Agreement, pursuant to Michigan law, for the purpose of delineating the duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of the Premises.

The Parties agree to the following terms and conditions:

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. <u>Capital Improvement Project</u> means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
 - 1.3. <u>City</u> means the City of Farmington Hills, its Council, departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.4. <u>City Employee</u> means any City employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "City Employee" shall also include any person who was a City Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.5. <u>Claims</u> means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based

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- upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.
- 1.6. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.7. <u>County Employee</u> means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. **Effective Date.** the date all Parties sign the Agreement.
- 1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates: 1.10.1. **Exhibit A:** describes and depicts the Premises.
- 1.11. <u>OCPRC</u> means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
- 1.12. **Park** means the park operated and managed by the Parties on the Premises.
- 1.13. Park Fees and Charges means the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by the City associated with the use of the Park.
- 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC and the City and grants, gifts, and donations received by OCPRC or by the City for the Park.
- 1.15. **Premises** means the real property that is described and depicted in Exhibit A.
- 1.16. <u>Transition Period</u> means a period of time commencing on the Effective Date and ending on December 31, 2025March 31, 2026.

2. AGREEMENT TERM/ REAL PROPERTY DESCRIPTION & TERMINATION.

2.1. Agreement Term. This Agreement shall commence on the Effective Date and end thirty (30) years from the Effective Date ("Initial Term"). On the date the Initial Term ends, this Agreement shall automatically renew, without action of either Party, for thirty (30) years ("Renewal Term"). However, if either Party provides written notice to the other Party, at least one hundred eighty (180) days before the end of the Initial Term, of its desire that the Agreement not renew, then the Agreement shall end on the last day of the Initial Term. The non-renewal of this Agreement pursuant to this Section shall not be deemed a termination of this Agreement under Section 2.7. The terms and conditions contained in this Agreement shall not change during the Renewal Term. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk

- with the Secretary of State.
- 2.2. <u>Agreement Amendments.</u> All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.
- 2.3. **Real Property Subject to Agreement.** The City grants the County use of the Premises for the purposes and according to the terms and conditions set forth herein.
- 2.4. <u>Use of Premises.</u> On the date the Transition Period ends, OCPRC shall have care, control, and use of the Premises to operate, manage, plan, maintain, and improve the Premises for public recreation activities, as further described and delineated herein, and to provide other recreation activities mutually agreed upon by the Parties. OCRPC shall obtain the City's prior consent, in writing, to use the Premises for any purpose not described herein, such consent shall be given by the City's Representative.
- 2.5. <u>Fee for Use of Premises.</u> The County shall not pay a monetary fee for the use of the Premises. The Parties acknowledge that the services provided by the County during this Agreement are adequate consideration for this Agreement.
- 2.6. <u>Designation of Park & Name of Park.</u> During this Agreement, the Premises shall be named "Heritage Oaks County Park" or another name mutually agreed to in writing by the City Representative and the OCPRC Representative. <u>Both Parties shall jointly be designated on the signage for the Park.</u>—

2.7. **Termination/Expiration.**

- 2.7.1. Termination by the City. The City may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the City with information at any time during this Agreement that was false or fraudulent; or (3) OCPRC fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC.
 - 2.7.1.1. **Termination by the City in Absence of Default/Breach.** If the City terminates this Agreement, in absence of default or breach by OCPRC, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
 - 2.7.1.2. **Termination by the City for Default/Breach.** If the City terminates this Agreement for default or breach by OCPRC, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2. <u>Termination by OCPRC.</u> OCPRC may terminate this Agreement, at any time, if the City is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) the City provided OCPRC with information, at any time during the Agreement term, that was false or fraudulent; (3) the City fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the City.

- 2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by the City, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of the City, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date of the termination notice.
- 2.7.3. <u>Disposition of Personal Property Upon Expiration/Termination of Agreement.</u>
 Upon expiration or termination, for any reason, of this Agreement, each Party shall retain ownership of personal property purchased by them, unless the Parties otherwise agree in writing. "Personal property" does not include buildings or fixtures.
- 2.7.4. <u>Condition of Park Upon Expiration/Termination of Agreement.</u> Upon the expiration or termination of this Agreement, OCPRC shall cease all Park management and operation, surrender the Premises to the City, and cooperatively work with the City to transfer Park management and operation.
- 2.7.5. Payment for Non-Depreciated Capital Improvement Projects Upon Agreement Expiration. If the Agreement is not renewed at the end of the Initial Term for the Renewal Term, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date the Agreement expires. Upon the expiration of the Renewal Term, the City shall not reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC.

3. TRANSITION PERIOD.

3.1. <u>Transition Period.</u> This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park management and operations to OCPRC.

3.2. Park Information.

- 3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all grant agreements, endowment agreements, or other agreements that impose restrictions and conditions upon the Premises and its use.
- 3.2.2 Agreements between the City and Third Parties. Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all third party agreements relating to the use, management, or operation of the Premises, if any. OCPRC is not under any obligation to assume any third party agreements relating to the management or operation of the Premises.

3.3. Rights and Obligations During the Transition Period.

3.3.1. Park Operation and Maintenance During Transition Period. During the Transition Period, the City shall be responsible to operate and to maintain the Park and to pay for all costs associated therewith.

- 3.3.2. County Right to Access and Perform Work on the Premises. During the Transition Period, the County may access the Premises to perform maintenance, restoration, repairs, and improvements to the Premises, mutually agreed to by the Parties in writing.
- 3.3.3. <u>Premises Inspections.</u> During the Transition Period, the County shall inspect the infrastructure and conditions of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, pavilions, playground equipment, trails and pathways. The inspection shall be codified in a document to illustrate the condition of the Premises at the end of the Transition Period.
- 3.3.4. **Park Planning.** During the Transition Period, the County shall: (1) assume primary responsibility for Park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.
- 3.3.5. **Park Programming.** During the Transition Period, OCPRC may organize and host mutually agreed upon recreation programs, events, volunteer activities, and other activities.

3.4. Environmental Condition.

- 3.4.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.
- 3.4.2. <u>Copies of Environmental Assessments.</u> OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCRPC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.
- 3.4.3. <u>Termination Related to Environmental Assessments.</u> Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessments performed pursuant to this Section.

4. PARK GOVERANCE & OPERATIONS.

- 4.1. <u>Agreement Administration</u>. The City Manager or their successor or their written designee is the City's Agreement Administrator (hereinafter "the City's Representative"). The OCPRC Director or their successor or their written designee is OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of their written designees.
- 4.2. <u>Disputes.</u> All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the City Representative and the OCRPC Representative for possible resolution. If the City Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.

- 4.3. Park Management and Operations. Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. The OCPRC Master Plan can be found on the OCPRC website. OCPRC shall manage and operate the Park with OCPRC staff, volunteers, and contractors.
- 4.4. Park Improvement Projects. OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises. No Capital Improvement Projects shall occur without the prior written approval of the City's Representative, unless such Capital Improvement Project was included in the CIP.
- 4.5. <u>Park Maintenance/Repairs</u>. The responsibility for, provision of, and costs for Park maintenance and repairs shall be set forth in the Park Operations and Management Plan described in and required by this Section.
- 4.6. **Park Utilities.** The provision of and costs for utilities for the Park and Premises utilities shall be the responsibility of the City.
- Park Action Plan. By November 30, 2025 March 31, 2026, OCPRC shall create a Park 4.7. Action Plan for the Park. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. The OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. If the City Representative does not respond within the thirty (30) day period, then the City Representative is deemed to have approved the Park Action Plan. Notwithstanding any other provision, if the City Representative does not approve the Park Action Plan by December 31, 2025, OCPRC or City may terminate this Agreement. Such termination shall not be deemed a breach or default of the City. Modifications to the Amendment shall be codified according to the procedure set forth in this Section. Every four (4) five (5) years OCPRC shall create an updated Park Action Plan, which the City Representative shall have at least sixty (60) days to review and comment on.
- 4.8. Park Operations and Management Plan. By November 30, 2025March 31, 2026, OCPRC shall create a Park Operations and Management Plan for the Park ("POMP"), addressing and planning for Park operations, use of County-owned equipment by the City, use of volunteers at the Park, use of City employees at the Park, the uniforms that will be worn by City and County employees in the Park, and forecasting Park maintenance projects for a five (5) year period and how the City and OCPRC will communicate and meet to review and discuss matters relating to the Park. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC's current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative, who shall provide the POMP to City Council for its approval, comments and recommendations. The City Representative shall submit its-City Council's comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the POMP. If the City Representative does not respond

within the thirty (30) day period, then the City Representative is deemed to have approved the POMP. OCPRC shall review and consider the City's Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City's Representative's comments and recommendations or passage of the thirty (30) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the City Representative and OCPRC Representative cannot agree to a POMP within thirty (30) Days after the end of the City POMP Comment Period, then OCPRC or City may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the POMP shall be codified according to the procedure set forth in this Section-. Every four (4) five (5) years OCPRC shall create an updated POMP which the City Representative shall have at least sixty (60) days to review and provide comments.

- 4.9. Park Capital Improvement Plan. By November 30, 2025 March 31, 2026, OCPRC shall create a Park Capital Improvement Plan ("CIP") forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC's current policies and procedures and shall be included in OCPRC's annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The CIP shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the CIP ("City CIP Comment Period"). OCPRC shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. If the City Representative does not respond within the City CIP Comment Period, then the City Representative is deemed to have approved the CIP. After receiving the City Representative's written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Notwithstanding any other provision in this Agreement, if the City Representative and OCPRC Representative cannot agree to a CIP within thirty (30) Days after the end of the City CIP Comment Period, then OCPRC or City may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. If this Agreement is terminated pursuant this Section, the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, up to the date of the termination notice. Modifications to the CIP shall be codified according to the procedure set forth in this Section. Every four (4) years OCPRC shall create an updated CIP, which the City Representative shall have at least sixty (60) days to review.
- 4.10. **Park Access/Parking.** The Parties shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park). This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. In no event shall any resident of the City incur any fee or charge for entering the Park or Premises or for parking their car in or on the Park or Premises.

- 4.11. <u>Endangered Species.</u> OCPRC acknowledges that the Premises or portions thereof may be subject to restrictions or closures, if endangered species are present.
- 4.12. <u>Park Rules.</u> During this Agreement, the Park and Premises shall be subject to City Rules and Regulations and City policies and procedures, except as otherwise provided by this Agreement.
- 4.13. **Park Security.** Security for the Park shall be provided by the City solely at its expense.
- 4.14. <u>Signs.</u> OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall be required to comply with the City's ordinance requirements regarding the design and placement of any new signs, unless otherwise agreed to by the City. OCPRC shall be responsible for the cost of signs it erects.
- 4.15. <u>Volunteers.</u> OCPRC may use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All OCPRC volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.16. **Sponsorship of Events/Programs at Park by Third Parties.** Without approval from the OCPRC, the City may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to the City's policies and procedures.
- 4.17. <u>Use of Park by Third Parties</u>. Notwithstanding any other provision in this Agreement, the City may license use of the Park to third parties for events or programs, without approval from and notification to OCPRC. The City shall allow such use via written agreement with the third party, pursuant to City policies and procedures. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through the City. The written agreement for use of the Park by third parties shall also include the County and OCPRC as indemnified parties and additional insureds as well, if insurance is required.
- 4.18. <u>Use of Park by the City/County.</u> OCPRC may use the Park for OCPRC-sponsored events or programs at no cost, charge, or fee, if such use does not conflict with other scheduled events or programs. To avoid scheduling conflicts at the Park, OCPRC shall reserve use of the Park for its events or programs, through the City. OCPRC shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs. <u>County and City shall promote activities planned by the other Party to take place in the Park in the same manner as they promote their own activities.</u>

5. PARK FINANCES.

- 5.1. <u>Initial OCPRC Investment.</u> Within thirty (30) Days of the date the Transition Period ends, the County shall pay the City four million dollars (\$4,000,000.00), for non-depreciated value of capital improvements made by the City to the Park prior to the execution of this Agreement.
- 5.2. <u>Park Maintenance Fee and Utilities.</u> During the Transition Period the Parties shall discuss and determine payment of Park maintenance and utilities. This determination shall be contained in the POMP.
- 5.3. Establishment of Park Fees & Charges. The City shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to the City's current policies and procedures as may be amended by City Council.

- Notwithstanding any other provision in this Agreement, at no time shall City Residents and Oakland County Residents be charged a fee for entry into the Park or the Premises or for parking at the Park or on the Premises.
- 5.4. <u>Park Revenue.</u> Subject to applicable law, all Park Revenue shall be paid to the City and shall be deemed the City's revenue. The City shall record the monies of all Park Revenue according to generally accepted accounting principles.
- 5.5. Annual Accounting and Audits. The City shall provide OCRPC with an annual accounting of Park Revenue consistent with generally accepted accounting policies and procedures. OCPRC has the right to annually review and audit the City's records related to Park Revenue.
- 5.6. Park Grants. The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC and the City shall work together to apply for and manage grants related to the Park.

6. <u>ASSURANCES/LIABILITY/INSURANCE</u>.

- 6.1. <u>Title to Premises.</u> The City warrants that it has fee simple title to the Premises and the authority to enter into this Agreement. The City, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging the City's right to execute this Agreement or OCPRC's use of the Premises as set forth herein.
- 6.2. <u>Liability for Claims.</u> Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its agents, employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.3. <u>Liability for Claims Prior to the Agreement Effective Date.</u> To the extent provided by law, the City shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at the City's sole expense, any Claim that occurred prior to the Effective Date or that was incurred but not reported prior to the Effective Date.
- 6.4. <u>Liability for Environmental Matters.</u> Notwithstanding any other provision, OCRPC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Premises, which existed on the Premises prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3. <u>OCRPC shall be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Premises, which is caused by OCRPC and to the extent provided by law, is caused by any of its contractors on the Premises.</u>
- 6.5. <u>Legal Representation.</u> Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 6.6. Responsibility for Costs/Fines/Fees. Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.8. Governmental Function/Reservation of Rights. Performance of this Agreement is a governmental function and government service. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 6.9. <u>Limitation of Liability.</u> In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

6.10. Insurance.

- 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
- 6.10.2. If a Party purchases a special event insurance policy for use the Premises, for whatever reason, then the Party shall name the other Party and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as "additional insureds" on such policy.
- 6.10.3. The City, at its sole cost, shall obtain real property insurance or self-insurance for existing buildings and structures located on the Premises and for any future buildings and structures located on the Premises whether built by the City or OCPRC. If a building or structure that is covered by the City's real property insurance is damaged or destroyed, the City shall repair or replace the building or structure in a timely manner
- 6.11. <u>Waste.</u> Neither Party shall commit or allow to be committed any waste or nuisance on the Premises and will not use, or allow the Premises to be used, for any unlawful purpose.

6.12. Compliance with Laws.

- <u>6.12.1.</u> The Parties shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.
- 6.12.1. 6.12.2. OCPRC shall comply with all applicable grants and other agreements between the City and another entity such as the state of Michigan, governing the operation of and restrictions upon the Premises. OCPRC understands that the Spicer House, located on the Premises, is a designated Historic District and shall comply with all City Historic District ordinances and state law relating to Historic Districts.
- 6.12.2.6.12.3. The Parties acknowledges that any violations of the federal, state, or local regulations or convictions of any resource violations may be considered a default of this Agreement and may terminate this Agreement, as provided herein.
- 6.13. <u>Authorization.</u> The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. GENERAL TERMS AND CONDITIONS.

- 7.1. **No Interest in Premises.** Through this Agreement, OCPRC shall have no title interest in and/or to the Premises or any portion thereof and has not, does not, and will not claim any such title or any easement over the Premises.
- 7.2. <u>Delegation or Assignment</u>. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the City shall be given by the City Representative.
- 7.3. <u>No Employee-Employer Relationship</u>. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the City.
- 7.4. **No Third Party Beneficiaries**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 7.5. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 7.6. <u>Severability</u>. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 7.7. <u>Captions</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.8. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 7.9. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after

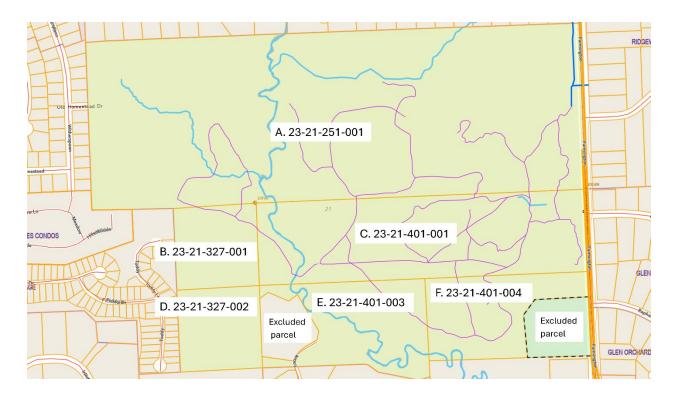
mailing certified U.S. mail.

- 7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 7.9.2. If Notice is sent to the City, it shall be addressed and sent to Clerk, City of Farmington Hills, 31555 W Eleven Mile Rd, Farmington Hills, MI 48336 and the Director of Special Services, 31555 W Eleven Mile Rd, Farmington Hills, MI 48336.
- 7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 7.10. Governing Law/Consent To Jurisdiction And Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 47th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 7.11. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.
- 7.12. Entire Agreement. This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement and the referenced Affidavit supersede all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

IN WITNESS WHEREOF, [INSERT NAME] has been authorized by a resolution of the City, to execute this Agreement.

| EXECUTED: Gary Mekjian, City Manager | DATE: |
|----------------------------------------------------------------------------------------------------------------------------------|-------|
| WITNESSED: | DATE: |
| IN WITNESS WHEREOF, David T. Woodward, Chairperson, O has been authorized by a resolution of the Oakland County Board Agreement. | |
| EXECUTED: David T. Woodward, Chairperson Oakland County Board of Commissioners | DATE: |

| WITNESSED: | DATE: | |
|-----------------------------------------------------------|-------|--|
| EXECUTED: , Ebony Bagley Chairperson | DATE: | |
| Oakland County Parks and Recreation Commission WITNESSED: | DATE: | |



PARCEL A

- Parcel: 23-21-251-001 (121.06 ac)
- Legal Description: T1N, R9E, SEC 21 S 1/2 OF NE 1/4 & SE 1/4 OF NW 1/4 120 A (entire parcel)

PARCEL B

- Parcel: 23-21-327-001 (9.94 ac)
- Legal Description: T1N, R9E, SEC 21 N 1/2 OF E 1/2 OF NE 1/4 OF SW 1/4 10 A

PARCEL C

- Parcel: 23-21-401-001 (39.69 ac)
- Legal Description: T1N, R9E, SEC 21 N 1/2 OF N 1/2 OF SE 1/4 40 A

PARCEL D

- Parcel: 23-21-327-002 (9.90 ac)
- Legal Description: T1N, R9E, SEC 21 S 1/2 OF E 1/2 OF NE 1/4 OF SW 1/4 10 A

PARCEL E

- Parcel: 23-21-401-003 (16.95 ac)
- Legal Description: T1N, R9E, SEC 21 THAT PART OF SW 1/4 OF SE 1/4 LYING N OF 'CROSSMAN & MARQUIS SUB', ALSO W 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 EXC BEG AT PT DIST S 02-00-00 E 760 FT FROM CEN OF SEC, TH N 53-15-00 E 83 FT, TH S 66-25-00 E 178 FT, TH N 53-40-00 E 88 FT, TH S 30-30-00 E 338 FT, TH S 14-05-00 W 71 FT, TH S 60-20-00 W 114 FT, TH S 50-20-00 W 64 FT, TH S 21-15-00 W 78 FT, TH N 81-25-00 W 265 FT, TH N 02-00-00 W 460 FT TO BEG 16.50 A

EXHIBIT A

PARCEL F

- Parcel: 23-21-401-004 (14.43 ac)
- Legal Description: T1N, R9E, SEC 21 E 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 EXC BEG AT PT DIST S 864.58 FT FROM E 1/4 COR, TH S 89-47-10 W 437.66 FT, TH S 38-31-50 W 150.73 FT, TH S 03-00-30 E 342.75 FT, TH S 89-48-20 E 514.24 FT, TH N 463.02 FT ALG SEC LINE TO BEG 14.56 A

Total acreage of Heritage Park: 211.97 acres

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Memo

Agenda #: 8

Department: Administration

From: Chris Ward, Director

Subject: Pontiac Greenways and Park Revitalization Workgroup

BACKGROUND:

Oakland County Parks has been asked to participate in a cross-agency workgroup focused on a Greenway and Park Revitalization Strategy for the City of Pontiac. The purpose of this workgroup is to explore the feasibility of moving forward with concepts discussed earlier this years when the subject of the location of the OC Farmers Market and the WRC Public Works Building were before the Parks Commission. These ideas included opportunities to transform underutilized county drains and adjacent corridors into "drains-to-trails" greenways, while developing a long-term revitalization plan for several large parks in Pontiac (see the "Hub and Spokes" map). The workgroup will include two representatives from:

- Oakland County Parks
- City of Pontiac
- Water Resources Commissioner's Office

RECOMMENDATION:

Appoint Commission members or staff to represent Oakland County Parks.

PONTIAC HEART



HUB AND SPOKES

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 9

Department: Administration

From: Chris Ward, Director

Subject: 2025 Strategic Partnership Grant - City of Troy

INTRODUCTION AND HISTORY

The City of Troy approached OCPR regarding the feasibility of providing grant funding for the development of an inclusive playground at Boulan Park. The requested funding will help fund the first two phases of a longer-term plan to develop inclusive park facilities at Boulan Park. The requested \$250,000 grant will be matched by \$632,608, which includes \$630,749 in Community Development Block Grant funds and an additional \$1,858 from a source to be determined. The project aligns well with OCPR core value of promoting health and wellness and is located in an area where we have a limited presence.

Staff are recommending the Commission approve the attached Park Development Grant Agreement with the City of Troy with a Strategic Partnership Grant in the amount of \$250,000.

RECOMMENDED MOTION

Move to authorize and recommend to the Board of Commissioners the Park Development Grant Agreement with the City of Troy for the Inclusive Playground at Boulan Park project with a Strategic Partnership Grant in the amount of \$250,000.

COUNTY OF OAKLAND—PARK DEVELOPMENT AGREEMENT TROY – INCLUSIVE PLAYGROUND AT BOULAN PARK

This Agreement is between the County of Oakland, by and through, its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Troy, 4693 Rochester Road, Troy, MI 48085 ("Grantee").

The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title ("Project"): Inclusive Playground at Boulan Park

Project Number: 25-02

Grant Amount ("Grant Amount"): Two Hundred and Fifty Thousand Dollars (\$250,000)
Grantee Match Amount ("Match Amount"): Six Hundred Thirty-Two Thousand Six Hundred and Eight Dollars (\$632,608)

Total Project Amount: Eight Hundred Eighty-Two Thousand Six Hundred and Eight Dollars

(\$882,608)

Start Date: Effective Date—the date the last Party to this Agreement signs the Agreement **End Date:** Three years after the date the last Party to this Agreement signs the Agreement

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organizations and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

Name: Ethan Baker, Mayor Date City of Troy Name: Aileen Dickson, Clerk City of Troy County of Oakland: Name: David T. Woodward, Chairperson Oakland County Board of Commissioners Oakland County Parks and Recreation Commission: Name: Ebony Bagley, Chairperson Date

Oakland County Parks and Recreation Commission

- 1. Agreement Execution. Grantee is required to sign the Agreement and return it to the contact person listed in Section 2 within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, the OCPRC Chairperson may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in the County's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
- 2. <u>Contact Information.</u> This Agreement shall be administered on behalf of the County by the Planning Unit of the OCPRC. All notices, reports, documents, requests, actions, or other communications required between the OCPRC and Grantee shall be in writing and submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.

2.1. Grantee Contact

2.1.1. Organization: City of Troy2.1.2. Name/Title: Kurt Bovensiep

2.1.3. Address: 4693 Rochester Road, Troy, MI 48085

2.1.4. Telephone Number: 248-524-3489

2.1.5. E-Mail Address: k.bovensiep@troymi.gov

2.2. OCPRC Contact

2.2.1. Name/Title: Donna Folland, Chief of Planning, Oakland County Parks

2.2.2. Address: 2800 Watkins Lake Road, Waterford, MI 48328

2.2.3. Telephone Number: 248-736-9087

2.2.4. E-Mail Address: follandd@oakgov.com

3. Project/Project Period.

- 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
- 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
- 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.

4. **Grantee Reporting Requirements:**

- 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
- 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
- 5. <u>Payments/Advances/Project Closeout.</u> The OCPRC shall make payments of the Grant Amount to Grantee as follows:

- 5.1. OCPRC shall pay the Grantee fifty percent (50%) of the Grant Amount listed on page 1 of this Agreement within thirty (30) calendar days of the Effective Date. The remaining fifty percent (50%) of the Grant Amount shall be paid by Oakland County within thirty (30) calendar days of the date the Project is complete in accordance with Section 4. Any cost overruns incurred to complete the Project shall be the sole responsibility of the Grantee. To be eligible for payment, Grantee must submit a complete payment request to OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request
- 5.2. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project.
- 5.3. OCPRC reserves the right to request additional information necessary to substantiate payments.
- 5.4. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
- 5.5. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
- 5.6. OCPRC shall hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC's approval of Grantee's Final Report and satisfactory Project completion as determined by OCPRC, in its sole discretion.
- 5.7. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
- 5.8. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
- 5.9. Upon issuance of final payment from the OCPRC, Grantee releases the County, OCPRC, and its employee and officers of all claims against the County/OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the County's claims against Grantee.

6. Grantee Assurances/Responsibilities.

- 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
- 6.2. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to the County upon request.
- 6.3. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.
- 6.4. Grantee shall abide by all State and federal threatened and endangered species

- regulations when completing Project activities.
- 6.5. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 6.6. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
- 6.7. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
- 6.8. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
- 6.9. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
- 6.10. Grantee shall be solely responsible for the installation, operation, repair, and maintenance of the Project.
- 6.11. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.

7. Liability.

- 7.1. The County/OCPRC is not liable or required to install, operate, repair, maintain, or contribute to the installation, operation, repair, or maintenance of the Project and any associated Project activities.
- 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
- 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
- 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged

- violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.
- 7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 8. <u>Insurance.</u> The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. The County/OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
- 9. Audit and Access to Records. OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
- 10. <u>Assignability.</u> Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of OCPRC.
- 11. <u>Changes.</u> Any changes to this Agreement requested by Grantee shall be made in writing and sent to the contact listed in Section 2 of this Agreement. OCPRC may approve or deny such change, in its sole discretion. Any changes related to the grant amount, or any other financial component of this Agreement, will require an amendment to be executed in the same manner as this Agreement. Any changes not related to the grant amount, including modifications to project scope or deadline extensions, can be made by amendment at the discretion of and signed by the OCPRC Chairperson.

12. Termination.

- 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
 - 12.1.1. Terminate this Agreement;
 - 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects until the violation is resolved to the satisfaction of OCPRC;
 - 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee; or
 - 12.1.4. Require specific performance of the Agreement.
- 12.2. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.
- 13. <u>Governing Laws/Consent to Jurisdiction and Venue.</u> This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit,

or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, as defined herein, arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

14. Entire Contract. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Agreement. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



Grantee Information

| Item | Grantee Information |
|-----------------------------------|-------------------------------------|
| Project Title: | Inclusive Playground at Boulan Park |
| Oakland County City, Village or | City of Troy |
| Township Name: | |
| Name of Primary Grant Contact: | Kurt Bovensiep |
| Address: | 4693 Rochester Road |
| Primary Contact Phone: | 248-524-3489 |
| Primary Contact Email Address: | k.bovensiep@troymi.gov |
| Please list any project partners: | Community Development Block Grant |
| Proposal submission date: | 7/25/2025 |

Financial Information

Project Funding

Requested Grant Amount: \$250,000

| Match Source | Type of match (cash, in-kind, etc.) | Match Amount |
|-----------------------------------|-------------------------------------|--------------|
| Community Development Block Grant | Cash | \$630,749.40 |
| Funding to be determined | Cash | \$1,858.20 |
| | Total Match Amount: | \$632,607.60 |

Total Project Funding (Requested grant amount + total match amount): \$882,607.60

Project Budget

| Scope Item | Total Amount |
|----------------------------------------------------------------------------------|--------------|
| Phase 1: 1 st play structure and safety surfacing | \$630,749.40 |
| Phase 2: Total Walkway and Picnic Areas – GRANT FUNDS WILL BE APPLIED TO PHASE 2 | \$251,858.20 |
| Total Project Budget: | \$882,607.60 |

Project Schedule

Anticipated Start Date: 10/1/2025

Anticipated Completion Date: 5/1/2026

Site Control

Type of Site Control

Select the type of site control the applicant has over the site where the project is to be completed:

| \boxtimes | Fee Simple |
|-------------|--------------------------------------------------------|
| | Less than fee simple (explain in comments field below) |
| | Lease |
| | License |



EXHIBIT A: Grant Project

Page 2 of 4

| | Easement |
|-------------|----------------------------------------------------------------|
| | Other (explain in comments field below) |
| Site A | Access |
| Entran | ce Fees |
| Indicat | e whether the park or facility has any required entrance fees. |
| \boxtimes | No fees for park or facility use |
| | Non-resident annual or daily fee |
| | Annual or daily fee for residents and non-residents |
| | Other (explain in comments field below) |
| Ways t | o Access |
| Select | the ways in which people can access the site. |
| | Automobile only |
| \boxtimes | Automobile |
| \boxtimes | Bicycle on-street |
| | Dedicated bike lane |
| | Sidewalk |
| | Nearby bus stop (within ¼ mile) |

Project Description

Need Statement

What is the reason for doing this project? Answer may incorporate documented community and recreational needs, public engagement, condition of current recreation assets, environmental issues or accessibility and inclusion needs. Is the project in the communities 5-Year Parks and Recreation Master Plan or other planning document?

City of Troy Boulan Park Enhancement Proposal

Location: 3671 Crooks Road, Troy, MI

Size: 63 acres

Boulan Park is a vibrant community space featuring baseball and softball fields, soccer fields, tennis and pickleball courts, a sand volleyball court, a park shelter, restrooms, a walking path, a play structure, and a full-size cricket field currently under construction.

Current Features:

- Play Structure: Installed in the early 2000s, designed for accessibility but requires significant
 improvements. The mobility ramps do not meet the current ADA standard of 1:12, and there are limited
 activities for children using mobility devices.
- Restrooms: The existing restroom facilities do not comply with today's ADA standards.

Proposed Enhancements:

1. Inclusive Play Structure:

- a. Reconstruction: Design and build a new play structure that accommodates children of all abilities, ensuring that all kids can participate in active play.
- b. Accessibility Features: Install ramps and equipment that meet current ADA guidelines, promoting engagement for children using wheelchairs or other mobility devices.

2. Restroom Facilities:

- a. Renovation for ADA Compliance: Update current restrooms to eliminate architectural barriers and ensure they are fully compliant with ADA standards.
- b. Universal Restroom Addition: Create an all-inclusive restroom to support individuals with differing abilities where children can be accompanied by an adult for assistance.

Project Scope

What are the actions that will implement the project? Is the project designed to meet or exceed ADA guidelines or to incorporate Universal Design principles?

The grant project focuses on phases 1 and 2 and will implement the site work required for installation of inclusive play structures, including walkways and other hard surfaces, fencing, gates and site restoration. Resulting play features will exceed ADA guidelines and incorporate Universal Design principles.

Project Outcomes

What are the anticipated outcomes and who will benefit from the project? Will the project result in greater access to recreation for all residents and visitors? Are any environmental benefits expected? How will the project make the community more sustainable and resilient?

Create an inclusive play environment.

Maintenance

Describe how the project will be managed and maintained long-term, including any equipment or staffing needs and how they will be addressed.

Project will be managed through the Parks and Grounds Division and maintenance will be consistent with other park amenities and play structures.

Long-Term Vision

Describe how the project fits into a longer-term vision for the community (and beyond if applicable).

The project will meet the goals set forth in the 5 Year Parks and Recreation Plan, which indicates creating recreational opportunities for all abilities.

This grant project is part of a longer multi-year project that is phased to be constructed as funding becomes available. The table below shows the complete project:

| Scope Item | Total Amount |
|----------------------------------------------------------------------------------|---------------------|
| Grant Project | |
| Phase 1: 1 st play structure and safety surfacing | \$630,749.40 |
| Phase 2: Total Walkway and Picnic Areas – GRANT FUNDS WILL BE APPLIED TO PHASE 2 | \$251,858.20 |
| Future Project Phases | |
| Phase 3: 2-12 Aged Playscape | \$512,975.21 |

EXHIBIT A: Grant Project

Page 4 of 4

| Scope Item | Total Amount |
|-------------------------------------------|---------------------|
| Phase 4: We Go Swing Playscape | \$181,137.00 |
| Phase 5: 2-5 Aged Playscapes | \$713,427.00 |
| Phase 6: Charging Hub, Accessible Parking | \$187,374.00 |
| Phase 7: Comfort Station | \$137,500.00 |
| Total Project Budget: | \$2,615,020.81 |

Attachments

| Required |
|----------|
|----------|

- Site plan or project map

Optional

| Jptioi | ldl |
|--------|-------------------------------------------------------|
| | Public engagement reports |
| | Letters of support |
| | Design drawings and specifications |
| | Photographs with captions indicating relevant content |
| | Manufacturer information |
| | Other NA |

Acknowledgement

This is a partial reimbursement program. The community will receive fifty percent (50%) of the grant amount when the grant agreement is executed. The community can submit quarterly requests for additional funds throughout the grant period, with Oakland County holding back ten percent (10%) of the grant amount until the project is closed out as defined in the grant agreement. Final payment of the remaining grant funds including the ten percent (10%) held back will be released upon the County's approval of the grantee's final report and satisfactory project completion as defined by the County.

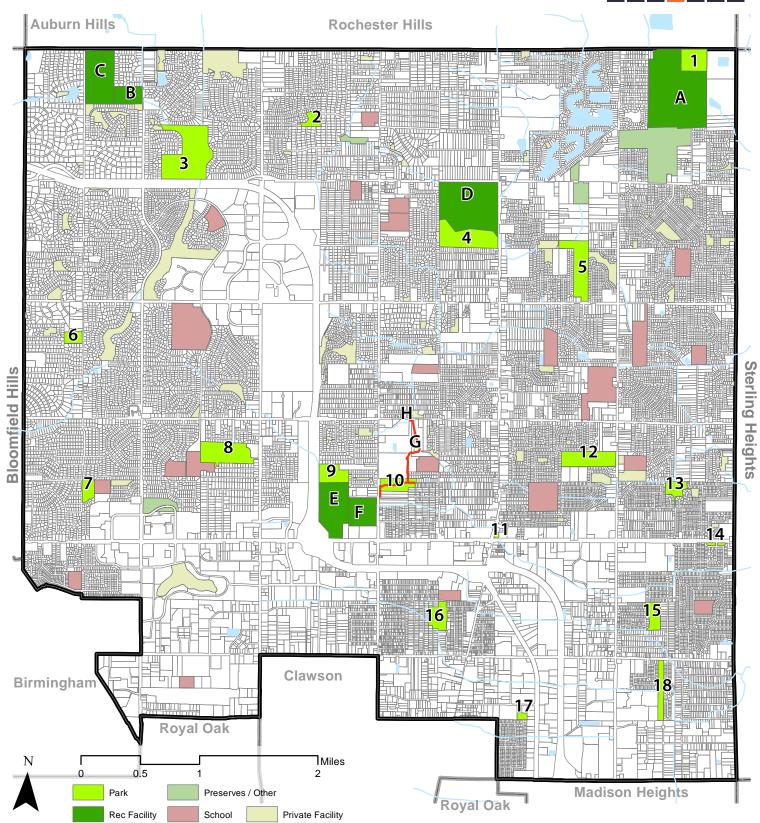
Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final ten percent (10%) of grant funds.

Submission

Send completed forms and attachments to the email below. If your file size is too large to email, reach out for file-sharing options. Please call with any questions.

Contact Information:

Donna Folland Chief – Planning (248) 736-9087 follandd@oakgov.com



EXISTING PARKS

- 1. Donald J. Flynn Park
- 2. North Glen Park
- 3. Firefighters Park
- 4. Sylvan Glen Lake Park
- 5. Jaycee Park
- 6. Beach Road Park
- 7. Schroeder Park
- 8. Boulan Park
- 9. Phillip J. Huber Park
- 10. P. Terry & Barbara Knight Park

- 11. Gateway Park
- 12. Raintree Park
- 13. Beaver Trail Park
- 14. Big Beaver Road Park
- 15. Brinston Park
- 16. Robinwood Park
- 17. Redwood Park
- 18. Milverton Park

RECREATION FACILITY SITES

- A. Sanctuary Lake Golf Course
- B. Lloyd A. Stage Nature Center
- C. Troy Farm
- D. Sylvan Glen Golf Course
- Troy Family Aquatic Center,
 Troy Racquet Club
- F. Troy Community Center
- G. Troy Trail
- H. Troy Historic Village & Museum

Recreation Properties

City of Troy Oakland County, Michigan

Carlisle/Wortman Associates November 2019 Data Source: Oakland County GIS





RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Memo

Agenda #: 10

Department: Administration

From: Chris Ward, Director

Subject: FY 2026 Memorandum of Understanding with Michigan State University Extension

BACKGROUND:

For over 100 years, Michigan State University (MSU) Extension (MSUE) has delivered high-impact, research-based programming across Oakland County. Its service model aligns deeply with the public mission of Oakland County Parks (OCP), reaching tens of thousands of residents annually through:

- 4-H youth development and leadership training
- Health and nutrition education
- Horticulture and natural resources support
- Community food systems and volunteer engagement

Oakland County currently funds this partnership through a contract under the Oakland County Health Division (OCHD). OCHD has announced it will terminate its service agreement with MSUE at its expiration on September 30, leading to concerns about the loss of key staff and the elimination of public-facing nutrition education, outreach, and health programs, particularly those serving vulnerable communities.

I am pleased to report that this situation has jumpstarted a very positive dialogue about unifying our respective organizations and staff team to better serve the public. In this context, the proposed FY 2026 Memorandum of Understanding (MOU), along with a jointly signed Letter of Intent (LOI) between OCP and MSUE, provides a roadmap for extensive collaboration, shared resource use and increased public facing programs.

Strategic Program Synergies:

The Parks–Extension partnership enables direct, scalable synergies across Mission 26 focus areas:

- Land-Based Learning + Nature Activation: MSUE educators support pollinator gardens, invasive species education, and nature-based programming in OCP parks.
- Food Access + Cultural Education: MSUE nutrition educators and Master Gardeners support Harvest & Heritage initiatives in community gardens, markets, and food forests.
- Youth Development + Hands-On Learning: 4-H integrates into OCP's Mobile Recreation and Explore & Discover Network to deliver equitable youth programming.

- Volunteer Engagement + Stewardship: MSUE's extensive volunteer network enhances OCP park activation, interpretive efforts, and restoration work.
- Sustainability + Climate Resilience: Shared expertise supports regenerative land use, composting, native planting, and zero-waste event models.

Emerging Opportunity – Novi Oaks at MSU Tollgate:

The partnership with MSUE may also serve as a platform for new shared-use agreements—most notably, the exploration of a potential joint initiative at MSU Tollgate Farm. This site presents a high-value opportunity to establish a new Oakland County Parks presence—tentatively titled "Novi Oaks"—through a cooperative agreement. Located in a high-demand, underserved access zone, Novi Oaks could serve as a hub for land-based learning, food systems education, cultural engagement, and environmental programming, while avoiding the capital cost of acquiring new property.

This emerging opportunity underscores the broader strategic importance of deepening our institutional partnership with MSUE—not only for service delivery, but also for shared use, community presence, and future park expansion.

Fiscal Considerations:

The FY 2026 agreement represents a continuation of current personnel levels. To address this, Deputy Director Alan Jaros is leading efforts to identify offsetting operational reductions to fully absorb the MSUE contract within the Parks budget. These actions are intended to preserve net-zero impact to the system's FY 2026 financial position.

Implementation and Accountability:

The MOU includes flexible amendment provisions and annual reporting requirements. The LOI reinforces performance tracking, joint planning, and a commitment to measurable community outcomes. Together, these tools will guide coordinated execution and allow for service modifications over time without requiring repeated Commission approval.

Next Steps:

Pending Corporation Counsel review and Commission approval, staff will:

- Finalize execution of the MOU and LOI.
- Launch implementation planning with MSUE leadership.
- Develop shared performance indicators and engagement strategies.
- Advance exploratory discussions on the Novi Oaks at Tollgate opportunity.

• Complete internal budget realignments to ensure fiscal neutrality.

RECOMMENDATION:

Move to approve the proposed FY 2026 Memorandum of Understanding (MOU) between Oakland County Parks and Michigan State University (MSU) Extension, subject to review and approval by Corporation Counsel, and authorize the Director to execute the agreement and exercise discretion in adjusting service deliverables throughout the term, in coordination with MSU Extension leadership.

AGREEMENT FOR EXTENSION SERVICES

| This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on | by and |
|----------------------------------------------------------------------------------------------------|------------|
| between Oakland County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE L | JNIVERSITY |
| ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE"). | |
| The United States Congress passed the Smith Layer Act in 1014 questing a National Congressive Fute | naian |

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

- Access to programs in all four MSUE Institutes to residents in your County. This includes access to
 educators and program instructors appointed to the Institutes and MSU faculty affiliated with each
 Institute to deliver core programs.
- 2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
- 3. A county 4-H program. **3.0 FTE** 4-H Program Coordination.
- 4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.

| | 5. | Operating expenses, per MSU policy, for MSUE personnel ("Personnel"). | |
|---------------|-------------|-----------------------------------------------------------------------|---------|
| Page 1 | of 5 | <u></u> | FY 2026 |
| | | Oakland County | |

- 6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
- 7. Administrative oversight of MSUE office operations.
- An annual report of services provided to the residents of the County during the term of this
 Agreement, including information about audiences served, and impact of Extension programs in the
 County.

B. The County will provide:

- 1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
- 2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
- 3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

3.0 FTE

Optional:

- 4. Funding for additional Extension educators at 1.42 FTE
- 5. Funding for additional 4-H program capacity at **0** FTE
- 6. Funding for additional paraprofessional(s) at 3.0 FTE
- 7. Total Annual Assessment in the amount of \$622,685

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

| A. | Base Assessment (includes 3.0 FTE 4-H Program Coordination) | \$225,126 | |
|----------------------|-------------------------------------------------------------|------------|--|
| ADDITIONAL PERSONNEL | | | |
| В. | 3.0 FTE Clerical Support Staff to be employed by MSU | \$ 225,126 | |
| C. | 1.0 FTE Educator (Program Area: AABI Horticulture) | \$ 121,432 | |
| D. | 0.42 FTE Educator (Program Area: CFEI: Natural Resources) | \$ 51,001 | |
| E. | Additional 4-H Program Coordination | \$ | |
| F. | FTE Additional paraprofessional staff | \$ | |
| TOTAL | COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2026: | \$ 622,685 | |

I. Term and Termination

The obligations of the parties under this Agreement will commence on October 1, 2025 the first day of the County budget year 2026 and shall terminate on the last day of such County budget year 2026. Either party to this Agreement may terminate the Agreement, with or without cause, with 60 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Oakland County Parks and Recreation, Attn: Chris Ward 2800 Watkins Lake Rd Building #97W, Waterford Township, MI 48328, if to the County.

II. General Terms

- 1. <u>Independent Contractor</u>. The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
- 2. <u>Force Majeure</u>. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
- 3. **Assignment**. This agreement is non-assignable and non-transferable.
- 4. <u>Entire Agreement</u>. This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
- 5. **No Third Party Beneficiaries**. This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
- 6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

Page **3** of **5** _____ **FY 2026**

| 7. | with respect to the subject matter herein. The P may be subject to amendment, modification, or are identified and developed. Any such changes authorized representatives of all Parties. This pr | utes the current understanding between the Parties arties acknowledge that this MOA is not exhaustive and supplementation as additional collaborative projects shall be made in writing and executed by duly ovision is intended to provide flexibility to accommodate all not be construed as limiting the scope of potential |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The ind | ividuals signing below each have authority to bin | d MSU and the County, respectively. |
| | OF TRUSTEES OF GAN STATE UNIVERSITY | Oakland COUNTY |

| Appendix A | | |
|---------------------------|----------------|---------|
| Page 4 of 5 | | FY 2026 |
| | Oakland County | |

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) https://tech.msu.edu/about/guidelines-policies/aup/.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are: NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

 $Office \ 365-Details \ on \ what \ to \ open \ are \ at \ \underline{https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide}$

search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1 msue.anr.msu.edu – 52.5.24.1 events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113 web2.canr.msu.edu | web2.msue.msu.edu – 35.8.200.220 master Gardener (External) – 128.120.155.54 extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

| Page 5 of 5 | | FY 2026 |
|---------------------------|----------------|---------|
| | Oakland County | |

Letter of Intent (LOI)

Between Oakland County Parks and Recreation Commission (OCP) And Michigan State University Extension – Oakland County (MSU-E) Effective Date: [Insert Date]

I. Introduction

This Letter of Intent (LOI) confirms the mutual intention of the Oakland County Parks and Recreation Commission (OCP) and Michigan State University Extension – Oakland County (MSU-E) to collaborate in delivering coordinated public services that support nature education, environmental stewardship, community programming, urban access, and climate resilience.

II. Shared Intentions

OCP and MSU-E share a commitment to:

- Advancing equitable access to parks, nature, and educational opportunities
- Promoting environmental sustainability and urban restoration
- Coordinating staff, programs, and facilities to avoid duplication and enhance service
- Creating integrated programming that benefits youth, families, and underserved communities
- Leveraging shared expertise and funding to expand impact

III. Partnership Approach

To achieve these aims, both parties hope to agree to a formal agreement to:

- Operate under a unified program model across five core units: nature education, conservation, freshwater access, urban access, and community health
- Support joint use of facilities such as nature centers, Tollgate Farm and the Oakland County Farmers Market
- Develop shared staffing structures, training protocols, and co-branded communications
- Participate in a joint leadership team to guide coordination and resolve issues collaboratively

IV. Financial Coordination

At a minimum, OCP intends to restore funding to MSU Extension at prior county levels with annual increases, and will reimburse additional costs incurred for joint initiatives. Both parties will explore joint grant opportunities and shared administrative support where appropriate.

V. Next Steps

This LOI reflects a shared commitment to collaboration and public service. While not legally binding, it serves as the basis for continued integration. Within 90 days of the effective date, the parties intend to draft a formal agreement defining long-term terms, roles, and governance.

VI. Signatures

Christopher Ward
Director, Oakland County Parks and Recreation
Date: _____

Kristi Evans Director, MSU Extension – Oakland County Date:

> Digitally signed by Evonne Pedawi Date: 2025.07.22 10:29:00 -04'00'

Evonne Pedawi, Executive Director Contract & Grant Administration Michigan State University

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 12

Department: Administration

From: Chris Ward, Director

Subject: OCPRC Public Comment Procedures

INTRODUCTION AND HISTORY

The Oakland County Parks and Recreation Commission (OCPRC), like other public bodies in Michigan, follows the Open Meetings Act (OMA), which aims to ensure transparency in government actions. The Act requires that all decisions and deliberations of the Commission take place at meetings open to the public, except for certain narrowly defined exceptions. In turn, the public has the right to address the Commission during the public comment portion of the meeting agenda.

To ensure transparent, efficient, and accessible public participation, the Oakland County Parks and Recreation Commission provides instruction and procedures for public comment at its meetings. These procedures aim to balance the public's right to address the Commission, with the need to conduct meetings efficiently and in a respectful manner, consistent with the requirements of the OMA.

ATTACHMENTS

- 1. OCPRC Public Comment Procedures updated
- 2. OCPRC Public Comment Procedures current

STAFF RECOMMENDATION

Staff recommend approval of the updated OCPRC Public Comment Procedures.

MOTION

Move to approve the updated Oakland County Parks and Recreation Commission Public Comment Procedures.

OAKLAND COUNTY PARKS AND RECREATION COMMISSION PUBLIC COMMENT PROCEDURES

- Public comment will be accepted verbally or in written form. Written comments may be submitted in person or via email.
- Speakers will be called in the order in which they were received.
- Comments will be limited to 3 minutes per person unless an extension is given by the Chair. It is not permissible to transfer speaking time from one person to another.
- Comments should be directed to the Chair. Speech or conduct that is threatening, harassing or obscene is not permitted.
- Questions raised during public comment may not be answered during the meeting; however, reasonable efforts will be made to provide a response.
- A person may submit a request to be notified if/when a specific matter is scheduled to come before the Oakland County Parks and Recreation Commission.
- Meetings are conducted in accordance with the Open Meetings Act.

OAKLAND COUNTY PARKS AND RECREATION COMMISSION MEETING PUBLIC COMMENTS

- Public speakers will be called in the order Public Comment Cards are presented to the Chairman. When the Chairman recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone.
- Direct your comments to the Commission Chairman.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during the public comment may or may not be answered by the Chairman, another Commission member, or a member of the staff during the meeting, although reasonable efforts will be made to address questions during discussion of the item.
- Time limit of address the Commission on any agenda item is <u>3 minutes</u> unless special
 permission is obtained from the Chairman prior to the meeting. Spokespersons for a groups or
 shared viewpoint are encouraged; however, a speaker's time limit may not be increased
 through assignment of someone else's time or opportunity to speak.
- The Chairman may use a timer to adhere to the limit.
- No cards will be accepted for an agenda item once the public input for that item has begun.
- Written letters and e-mails are welcomed but will not ordinarily be read aloud.
- Once the public comment on that item has concluded and the Oakland County Parks and Recreation Commission commences deliberation, no member of the public may participate in the discussion.
- Any persons who submit cards will be notified if/when the matter is scheduled to come before the Oakland County Parks and Recreation Commission again.
- The Oakland County Parks and Recreation Commission conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Oakland County Parks and Recreation Commission meetings will not be conducted as interactive forums or "town meetings" unless otherwise noticed, posted or published.

RETURN TO AGENDA

Oakland County Parks and Recreation Commission Agenda Item Memo

Agenda #: 13

Department: Administration

From: Melissa Prowse, Manager, Community Services & Accessibility

Subject: Continued Support of the 9 Line Task Force Greenway Development

INTRODUCTION AND HISTORY

In 2023 after receiving a grant from SEMCOG's Planning Assistance Program, Oakland County Parks staff began convening communities along Nine Mile to develop a feasibility study for a non-motorized, connected pathway along Nine Mile in mid- and eastern Oakland County. That Phase I of the project was so successful that a Phase II was completed in 2024 and there is now a feasibility study for the entire 30 mile stretch of Nine Mile in Oakland County, with 10 individual communities participating. The project culminated in the official creation of the 9 Line Task Force, which is coordinated by OCP staff, has representation from all 10 communities and 3 county commissioners, and meets quarterly. The mission of the Task Force is to implement and connect the various segments of the greenway via collaborative project management and funding support.

At its last meeting in May, the Task Force discussed many potential next steps and efforts they would like to pursue. The need for grant assistance, identification of priority projects, preliminary engineering, grant support and marketing/branding support were all identified as next steps. OCP staff requested a quote from OHM (who completed Phase I and Phase II) to assist us with this next phase of the Task Force. Staff is recommending approval of this scope of work and the not-to-exceed amount of \$96,000 for the next year (OHM's current contract expires in August 2026). We feel that this work will set the Task Force up for success specifically by supporting marketing efforts along the trail including wayfinding, interpretive and promotional signage and posters, as well as grant and project implementation support. Staff will meet with OHM prior to each potential task being initiated to ensure need, timing, and priority.

The 9 Line project continues to be very well received by residents and community leaders, and was recently a featured story in the <u>Michigan Municipal League's summer edition of "The Review."</u> It will also be a featured tour at next year's National Planning Conference (American Planning Association) being held in Detroit.

RECOMMENDED MOTION

Move to approve the scope of work with OHM Advisors for ongoing Nine Mile Task Force continued support not-to-exceed \$96,000.



ARCHITECTS. ENGINEERS. PLANNERS.

July 24, 2025

Melissa Prowse – Manager, Planning & Development Oakland County Parks 2800 Watkins Lake Rd Waterford, MI 48328

9 Line Ongoing Support

Dear Ms. Prowse:

Thank you for inviting us to prepare this proposal to continue assisting with the development of the 9 Line non-motorized pathway. We are thrilled to help build the excitement and recognition of this signature project in the region. This proposal represents our understanding of the project, scope of services, schedule, and compensation.

Statement of Understanding

Oakland County Parks and Recreation (OCPR) and the 9 Line Task Force are interested in working with OHM on continued development of plans and collateral for the trail along with administrative and grant support. Oakland County Parks is interested in keeping the positive momentum of the Task Force going and supporting the communities in the development and promotion of the corridor.

This proposal identifies a list of projects and tasks that Oakland County Parks would like to continue this work on with OHM through 8/31/2026 when the current OHM contract is set to expire. Specific deliverables, meetings, and tasks, and Not to Exceed (NTE) fees are included for each item. For ongoing support tasks, a NTE fee is included to ensure consistency with Oakland County Parks' budget. If additional work past the NTE fee is required, OHM and OCPR will provide a change order to document the update.

Scope of Services

Task 1: Continue to Support the 9 Line Task Force

OHM Advisors will attend and support ongoing 9 Line Task Force meetings to ensure the direction of the Task Force aligns with the plan's vision.

- Support the 9 Line Task Force through meeting attendance, providing technical support, and clarification on the direction of the plan.
- Document each meeting for Task Force members and provide supporting materials/graphics to illustrate 9
 Line progress.
- Hold a monthly OHM/OCPR virtual check in meeting to discuss upcoming tasks, progress, and other hot button issues.

Task 2: Development of promotional and informational materials for the 9 Line Greenway

To help boost visibility of both the 9 Line and the participating communities, OHM Advisors will design a signage package for 9 Line communities to indicate the trail location, community boundaries, and wayfinding to nearby locations.

• Develop concepts and preliminary design of "Welcome to X Community"-style 9 Line signs that could be posted along the trail at community borders. A unique sign for each community will be developed that utilizes a standard base design.



- Create and print a 24"x36" vision poster of the 9 Line alignment and corridor branding that each community can display in its municipal office
- Create a standardized interpretive panel for the 9 Line including overall trail map, what's been built to date, information on Task Force, community collaboration highlights, and benefits of non-motorized transportation/recreation.
- Develop concepts and preliminary designs for 9 Line mile marker signs.
- Work closely with OCPR and local communities to design digital and print versions of trail guides and maps that include places of interest, essential trail services, and connections to other non-motorized infrastructure. These would be updated as needed with the completion of individual trail segments.
- Develop as needed renderings for key areas/projects as needed to support public engagement and/or grant applications

Task 3: Update and Integrate the Phase 1 and Phase 2 Implementation Plans

Upon adoption of the Phase 2 Nine Mile Corridor Plan, a combined document will be prepared that serves as a resource for all corridor communities to use in implementation of the pathway.

• The implementation plans for each phase of the project were completed independently of one another. If, and when the plan is approved and adopted by the four Phase 2 communities, an updated master implementation plan should be developed. OHM will combine the two and update any projects that have been completed since finalizing the plan.

Task 4: Ongoing Grant and Funding Support

OHM's grant specialist and planning team is available as a resource to support the identification and completion of grant applications to support the implementation of 9 Line segments.

- OHM will work closely with OCPR in identifying and applying for grant funding opportunities to support continued implementation of the 9 Line. Staff will identify grant opportunities to support early preliminary engineering efforts, engineering design, and construction of the 9 Line elements.
- Develop a visual data statistics sheet with information on the development of the corridor including miles developed, in progress, planned, etc. to be used for grant applications and other public promotion. Include information on return on investment.

Task 5: Establish and Support a Greenway Implementation Program

Documented in the Phase 1 and Phase 2 Nine Mile Corridor Plans was a program of improvements based on priority at the time of writing. OHM will refine and update this list on a consistent basis to ensure the Task Force communities are efficient with their time and funding.

• The length and number of communities along the 9 Line greenway will require a coordinated approach to implementing the greenway segments, trailheads, and other improvements recommended. OHM Advisors will develop a program to identify the logical next segments for implementation through data analysis and targeted stakeholder engagement. Prior to beginning this Task, OHM Advisors and OCPR will meet to establish a shared understanding of roles and responsibilities, particularly as it relates to stakeholder engagement. OHM recommends utilizing OCPR staff time, when appropriate as an option to keep overall costs efficient.



Schedule

The tasks outlined in this proposal would be assigned to OHM Advisors by Oakland County Parks and Rec staff on an as needed basis. Individual task orders can be provided to OCPR with specific costs, timelines, staff, and potential scope of work changes. We are prepared to commence work on this project on **September 1**st, **2025** upon receipt of your written authorization to proceed. This contract would run through August 31st, 2026.

Compensation

Given the nature of the tasks listed above, OHM Advisors has provided a Not to Exceed fee estimate for each task to set expectations for how much time could be spent on each. Prior to beginning any task order, OHM Advisors and OCPR will establish a mutual understanding of total effort required. Additionally, if additional effort is needed to complete the task, OHM Advisors will work with OCPR to issue a Task Change Order.

OHM Advisors has provided Not to Exceed fee estimates for each of the scope items listed in this proposal, which are outlined below. Our professional services will be performed on a Time and Materials basis.

| Task 1 - Continue to Support the 9 Line Task Force | Cost | |
|-------------------------------------------------------------------------------|-----------------|--|
| 1.1 Support Task Force Through Meeting Attendance | \$2,000 | |
| 1.2 Document Task Force Meetings | \$2,000 | |
| 1.3 Monthly OCPR/OHM Check In Meetings | \$2,000 | |
| Task 1 Hours | 38 | |
| Task 1 Fees | \$6,000 | |
| Task 2: Development of promotional and informational materials for the 9 Line | | |
| Greenway | | |
| 2.1 Welcome to Community Signs | \$12,500 | |
| 2.2 9 Line Alignment Posters | \$6, 000 | |
| 2.3 Interpretive Panel Design | \$8,000 | |
| 2.4 9 Line Mile Marker Signs | \$6,500 | |
| 2.5 Digital and Print Trail Guides | \$10,000 | |
| 2.6 Renderings of Key Areas | \$15,000 | |
| Task 2 Hours | 426 | |
| Task 2 Fees | \$58,000 | |
| Task 3: Update and Integrate the Phase 1 and Phase 2 Implementation Plans | | |
| 3.1 Update Corridor Plan into One Master Document | \$5,000 | |
| Task 3 Hours | 32 | |
| Task 3 Fees | \$5,000 | |
| Task 4: Ongoing Grant and Funding Support | | |
| 4.1 Identify and Apply for Grant Opportunities | \$9,000 | |
| 4.2 Develop & Update Visual Stats Sheet for Grant Apps | \$6, 000 | |
| Task 4 Hours | 84 | |
| Task 4 Fees | \$15,000 | |
| Task 5: Establish and Support a Greenway Implementation Program | | |
| 5.1 Reprioritize Implementation Plan | \$3,000 | |
| 5.2 Refine and Continually Update Implementation Plan | \$6,000 | |
| 5.3 Stakeholder Engagement | \$3,000 | |
| Task 5 Hours | 82 | |
| Task 5 Fees | \$12,000 | |
| Project Totals | | |
| Total Maximum Staff Hours | 662 | |
| Total Not to Exceed Fees | \$96,000 | |



Notes:

- 1. Tasks will only be completed if directed by OCPR staff and can be tailored to the time, budget, and other external factors of the 9 Line project.
- 2. Fees were determined based on the noted assumptions in the scope of work. OHM Advisors proposes to confirm these assumptions with Oakland County Parks prior to commencing services.
- 3. The cost associated with each task assumes authorization and execution of all the tasks shown above.
- 4. "Time and Materials" fees, as proposed, shall be invoiced monthly on a percent complete basis.

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with Oakland County Parks. OHM Advisors will not proceed with additional services without written authorization to proceed from Oakland County Parks.
- Meetings shall be conducted in accordance with the Scope of Services as described herein.

Client Responsibilities

- Oakland County Parks will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- Oakland County Parks will provide the following, if available, to assist us with the project: existing planning documents, applicable GIS data, and contact information for local stakeholders.

Authorization and Acceptance

If this proposal and the OHM Terms and Conditions are acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at Rhett.gronevelt@ohm-advisors.com.

| Sincerely, Eric Dryer, OHM Advisors | | Acceptance Melissa Prowse, Oakland County Parks | |
|----------------------------------------|---------|----------------------------------------------------|------|
| Tric Dy | 7.24.25 | | |
| Eric Dryer, Principal | Date | Melissa Prowse, Manager, Planning & Development | Date |

Attachments: Standard Terms and Conditions

cc: Adrianna Jordan (<u>Adrianna.Jordan@ohm-advisors.com</u>), Project Manager, OHM Advisors Rachel Bush (<u>Rachel.Bush@ohm-advisors.com</u>), Planner, OHM Advisors



Memo

To: Parks and Recreation Commission

From: Chris Ward

Date: August 1, 2025

Re: Director's Report

LGBTQ+ Outdoors Paddling Outing on Crooked Lake

On Saturday, July 12, OCP partnered with LGBTQ+ Outdoors, an organization focused on the engaging LGBTQ+ individuals in outdoor activities and spaces, on a kayak outing on Crooked Lake at Independence Oaks. The group had a great time paddling and for four of the participants, it was their first time visiting an Oakland County Park. Special thanks to Zach Zuchowicz, Jeremy Brown, Mike Boyd, Eric Diesing, and Sarah Cook-Maylen for their support of this event!

August Programs:

Saturday, August 9 - LGBTQ+ Outdoors Hike at Addison Oaks

Saturday, August 9 - Black to the Land Moonlight Paddle at Independence Oaks

Friday, August 15 - Sunday, August 17 - Black to the Land Campout at Camp Wilderness

Friday, August 29 - Sunday, August 31 - LGBTQ+ Outdoors Campout at Camp Wilderness

Oakland County Parks and Recreation Upcoming Events – August 2025

Active Adults

| August 5 | Sunset on Crooked Lake – Independence Oaks |
|-----------|-------------------------------------------------|
| August 7 | Picnic – Pontiac Seniors – Independence Oaks |
| August 12 | OLSHA – Grandparents/Grandkids - Groveland Oaks |
| August 20 | Cruise Crooked Lake – Independence Oaks |
| August 21 | Veteran's Food Distribution - Pontiac |
| August 28 | Senior Expo – Southfield Parks and Rec |
| | |

Riverwalk – June 16 through August 14 (Monday – Thursday)

Adaptive

| House and Health Fair – Quiet Zone – Normandy Oaks DiversAbility Day – Lake St. Clair DNEM Bike Clinic – Independence Oaks Festival of Flight – Quiet Zone – Pontiac International Airport DNEM Bike Clinic – Independence Oaks DiversAbility Day – Maybury State Park Meteor and More – Quiet Zone – Addison Oaks Adaptive Golf – Red Oaks DNEM Bike Clinic – Independence Oaks Michigan Adaptive Sports - Kayaking Adaptive Golf – Red Oaks |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>History</u> |
| Sunset on Crooked Lake – Independence Oaks |
| Mobile Recreation |
| Fun-Struction - Summer Camp Oxford Early Learning Center Bouncer - Farmington Hills Nursery School, Event Day Farmington Hills Fun-Struction - Orion Twp Community Programs -Big Rig Gig Pirate Paradise - Novi P & R Sizzling Summer Arctic Rush - Wixom Family Fun Night Watch It - Wixom P & R Movie in the Park-Moana 2 Chaos and Commotion - Commerce Twp P & R Concert in the Park Stage - Lakes Area Chamber of Commerce Walled Lake Stage - Howard Schwartz Commercial Real Estate Concert/Farm Party Air Jumper - OCPRC - Addison Oaks Bouncer - Holly H.S. Health And Enrollment Fair Stage - Vetlife Vet Festival - Fowlerville Family Farm Go Games - Ferndale Area District Library -Summer Reading Finale Air Jumper - OCPRC - Campground Rec Groveland Stage - Life Skills Village Fun Fair Stage - Mayflower Church Bouncer & Climbing Tower - Springview Community Church Stage - City of Inkster National Night Out |
| |

Oakland County Parks and Recreation Upcoming Events – August 2025

| August 5 | Giant Curling - Troy P & R -Day Camp |
|-----------|--------------------------------------------------------------------------------|
| August 5 | Jump N' Jam - Southfield P & R Summer Camp Southfield Sports Arena |
| August 5 | Climbing Tower - Salem South Lyon District Library Tween Adventure Day |
| August 5 | Go Games - Clarkston Independence District Library Summer Reading |
| August 6 | Climbing Tower – MSU Tollgate Farm Summer Camp |
| August 6 | Arctic Rush - Huntington Woods P&R Huntington Woods P & R |
| August 6 | Stage - Franklin Historical Society - Music on the Green |
| August 6 | Stage - Lyon Twp DDA Summer Concert Series |
| August 6 | Chaos and Commotion - Lyon Twp DDA Music on the Grand |
| August 6 | Stage - Oak Park P & R Concert Series |
| August 7 | Go Games & Climbing Tower - OCPRC - Waterford Market |
| August 7 | Jump N' Jam - Madison Heights P & R Summer Camp -Edmonson Elementary |
| August 7 | Tents - OC Veteran's Service |
| August 7 | Bus OCPRC - Adaptive Rec Pontiac Summer Adventure Awaits |
| August 7 | Climbing Tower - Pontiac United Education Coalition, S'more Summer |
| August 7 | Chaos and Commotion - West Bloomfield Twp Parks & Rec Ice Cream Social |
| August 7 | Zany Zoo – Wixom Family Fun Night |
| August 8 | Stage - Village of Beverly Hills Concert -Beverly Park |
| August 8 | Climbing Tower - Huron Valley Chamber of Commerce -Milford Memories |
| August 8 | Fun-Struction - Walled Lake City Library Summer Reading |
| August 8 | Stage - Highland Park Business Association |
| August 8 | Chaos and Commotion - Auburn Hills Summer Day Camp |
| August 8 | Go Games - Clarenceville Summer Camp, Outside Games |
| August 8 | Jump N' Jam - Orion Twp Public Library. |
| August 8 | Pirate Paradise - Huron Clinton Metroparks Movie in The Park - Maple Beach |
| August 9 | Stage - Marygrove Conservancy -Campus Summerfest |
| August 9 | Stage - OC Pontiac-Oakland International Airport |
| August 9 | Zany Zoo - OCPRC - Addison Oaks |
| August 9 | Fun-Struction - Independence Twp P & R Kids Day in the Park |
| August 9 | Climbing Tower - Michigan Shooting Centers Orion Sporting Weekend |
| August 9 | Bouncer Kensington Valley Civitan, Youth Entrepreneur Market |
| August 9 | Climbing Tower - Huron Valley Chamber of Commerce Milford Memories |
| August 9 | Zany Zoo - OCPRC - Campground Rec Groveland |
| August 10 | Stage Trinity Missionary Baptist Church Praise in The Park -Rotary Park |
| August 10 | Tents, Bleachers, Tower, Obstacle, & Fun Struction - OC Pontiac-Oakland |
| August 10 | Climbing Tower Huron Valley Chamber of Commerce Milford Memories |
| August 12 | Bus (2) - OCPRC - Adaptive Rec Grandparents Raising Grandkids |
| August 12 | Arctic Rush -Village of Wolverine Lake, Tuesdays in the Park Clara Miller Park |
| August 12 | Climbing Tower & Chaos and Commotion Auburn Hills Police Department |
| August 13 | Stage - General Motors Design We Team Design on Woodward Car Show |
| August 13 | Stage - M1 Concourse |
| August 13 | Stage - OC Sheriffs Dept. National Night Out -Pontiac Substation |
| August 13 | Stage - Oak Park P & R Concert Series |
| August 13 | Tents - OC Sheriffs Dept National Night Out Against Crime |
| August 13 | Climbing Tower & Jump N' Jam White Lake Twp. LibrarySummer Reading Bash |
| August 13 | Climbing Tower - OC Sheriffs Dept National Night Out Against Crime |
| August 13 | Fun-Struction - Brandon Twp P & R Touch-A-Truck & Movie in the Park |
| August 14 | Arctic Rush - Rochester Avon Rec Authority P&R Camp Carnival |
| August 14 | Pue OCDDC Adentive Dee Diversehility Dev |

Bus - OCPRC - Adaptive Rec Diversability Day

August 14

Oakland County Parks and Recreation Upcoming Events – August 2025

| August 14 | Pirate Paradise - Berkley P & R Day Camp |
|-----------|----------------------------------------------------------------------------|
| August 14 | Jump N' Jam - Beverly Hills Club Summer Camp |
| August 14 | Go Games - OCPRC - Adaptive Rec Twin Chimneys |
| August 14 | Chaos and Commotion - Wixom P & R |
| August 15 | Stage - Oakland Twp P & R Music in the Meadows Bear Creek |
| August 15 | Tent, Stage, & Putt It - OCPRC - Addison Oaks Meteors and More |
| August 15 | Stage - Berkley P And R |
| August 15 | Light Tower - OCPRC - Waterford Market |
| August 15 | Arctic Rush & Go Games - Novi P & R Last Day of Camp Fuerst Park |
| August 15 | Chaos and Commotion - OC Children Village Family Fun Day |
| August 15 | Jump N' Jam - OCPRC - Addison Oaks |
| August 15 | Pirate Paradise - South Lyon Twp P & R Movies in the Park |
| August 15 | Watch It - Hazel Park P & R Movie in the Park |
| August 16 | Stage - M1 Concourse |
| August 16 | Jump N' Jam & Giant Curling - Commerce Twp Library Summer Reading |
| August 16 | Stage - Royal Oak Twp P & R Concert Series - Mack Rowe Park |
| August 16 | Putt It - Clarkston Independence District Library, Summer Reading |
| August 16 | Go Games - OCPRC - Campground Rec -Groveland |
| August 17 | Arctic Rush - E Community Outreach Annual Family Appreciation Day |
| August 19 | Bouncer - Clarkston Independence District Library, Summer Reading |
| August 19 | Pirate Paradise & Climbing Tower - St. Matthew Lutheran School Family Fun |
| August 20 | Bus (2) - OCPRC - Natural Resources Summer Field Training |
| August 20 | Stage - Wayne Rotary, Concerts in the Park Goudy Park |
| August 20 | Stage & Bouncer - Lyon Twp DDA Summer Concert Series New Hudson |
| August 20 | Watch It - Older Person Commission Drive in Movie |
| August 21 | Bus (2) - OCPRC - Natural Resources Summer Field Training |
| August 21 | Pirate Paradise - West Bloomfield Twp Parks & Rec Kids Komotion |
| August 21 | Go Games - Lyon Township Public Library, Summer Reading Kickoff |
| August 21 | Bouncer & Climbing Tower - Sylvan Lake Celebrate Sylvan |
| August 21 | Putt It - Wixom, City of Family Fun Night |
| August 21 | Watch It - Village of Beverly Hills Beverly Hills Movie Night Beverly Park |
| August 22 | Bouncer, Arctic Rush, & Chaos - St. Anne's Mead, Family Fun Day |
| August 22 | Stage - OCPRC - Mobile Rec & Special Events Flappers and Film Waterford |
| August 23 | Stage (2) - Grosse Point Parks & Rec, Kercheval |
| August 23 | Stage - Clawson DDA - Clawson Fest |
| August 23 | Jump N' Jam - Kiwanis Club of Pontiac Foundation, Lace Up For Literacy 1k |
| August 23 | Stick-It Archery - Brandon Twp. Library, Library Program |
| August 23 | Climbing Tower - OCPRC - Addison Oaks Addison |
| August 23 | Stage - Royal Oak Twp P & R Concert Series -Civic Center Park |
| August 23 | Climbing Tower - OCPRC - Campground Rec Groveland |
| August 23 | Climbing Tower - Stony Pointe HOA Block Party |
| August 24 | Stick-It Archery - Orion Art Center Dragon on the lake |
| August 24 | Bouncer - Pontiac Southside Back to School / Health Fair |
| August 27 | Stage (2) - Jon Witz Arts Beats and Eats- Royal Oak |
| August 27 | Bouncer - Farmington Hills Nursery School, End of Summer Family Fun Day |
| August 27 | Stage - Wayne Rotary Concerts in The Park -Goudy Park |
| August 27 | Arctic Rush & Pirate Paradise - Johnson Elementary PTA Back to School |
| August 28 | Go Games, Bouncer, & Climbing Tower - OCPRC - Waterford Market |
| August 28 | Putt It - Groves High School, Back to School Groves Family Picnic |
| | - |

Oakland County Parks and Recreation Upcoming Events – August 2025

| August 30 | Stage - Great Lakes Throw Down -Car Show |
|-----------|------------------------------------------------------------|
| August 30 | Arctic Rush - Oxford Twp P & R Family Fun Day |
| August 30 | Air Jumper - OCPRC - Addison OaksAddison |
| August 31 | Air Jumper - OCPRC - Campground Rec Groveland |
| August 31 | Stage - Crystal Lake Missionary Baptist Association Picnic |

Nature Education

| August 6 | Field Trip – Oakland Christian Summer School Camp - Wint |
|-----------|---------------------------------------------------------------|
| August 7 | Field Trip - Everbrook Academy - RONC |
| August 7 | Field Trip - Archery Camp - Wint |
| August 9 | Birthday Party - Silas turns 3 - RONC |
| August 17 | Birthday Party - Drake turns 6 - RONC |
| August 20 | Field Trip – Madison Heights Active Adult Center-RONC |
| August 23 | Birthday Party - Izaac turns 5 – RONC |
| August 27 | Presentation - Clarkston Area Backyard Birders Meeting - Wint |
| August 29 | Field Trip – LGBTQ Outdoors at Camp Wilderness - Wint |

Public Nature Programs

| Morning Munchkins Preschool Series - RONC |
|---------------------------------------------------------|
| Early Childhood Hour Out - Wint |
| Puddle Jumpers Preschool Series - Wint |
| Michigan Avian Experience Birds of Prey Show - Wint |
| Early Childhood Hour Out - Wint |
| Walk in the Woods - RONC |
| Bat Chat - RONC |
| Summer Star Party - Wint |
| Michigan Avian Experience Birds of Prey Show - RONC |
| Early Childhood Hour Out - Wint |
| Trailblazers - RONC |
| Walk in the Woods - Wint |
| Nature Wellness Book Club – Wint with Clarkston Library |
| Early Childhood Hour Out - Wint |
| |

<u>Outreach</u>

| August 2 | Nature Table - Oakland Township |
|-----------|---------------------------------------------------------|
| August 6 | StarLab Outreach - Oakland Christian School Summer Camp |
| August 7 | StarLab Outreach – We Love Lit Pontiac |
| August 7 | Nature Table - Wixom Parks and Rec |
| August 8 | StarLab Outreach – Camp Lamphere |
| August 9 | StarLab Outreach – Addison Oaks |
| August 10 | Nature Presentation - Independence Oaks Twin Chimneys |
| August 12 | Nature Table - Pontiac Kennedy School Block Party |
| August 13 | Nature Presentation - Farmington Hills Nature Center |
| August 14 | Nature Presentation - Troy Recreation Adventure Camp |
| August 15 | Nature Table - Meteors and More |
| August 16 | Nature Table - Highland Farmer Market |

Oakland County Parks and Recreation Upcoming Events – August 2025

| August 16 | Market Nature Table - Farmington Farmers |
|-----------|----------------------------------------------------|
| August 16 | Full Stream Ahead Kayak Tour at Groveland Oaks |
| August 17 | Nature Table - Tails & Trails at Independence Oaks |
| August 23 | Full Stream Ahead Kayak Tour at Addison Oaks |

Oakland County Market

| August 2 | Saturday Morning Yoga |
|-----------|----------------------------|
| August 2 | Saturday Morning Tai Chi |
| August 8 | Gleaners Food Distribution |
| August 20 | Gleaners Food Distribution |
| August 21 | Lunchtime Yoga |
| August 22 | Document Shredding Day |
| August 28 | Moonlight Market |

Springfield Oaks

| ite Wedding – Carousel Hall |
|----------------------------------------|
| ite Graduation Party – Pavilion |
| t Creek Horse Show – Equestrian Center |
| ite Wedding – Event Center |
| enaeus Golf Outing – Golf Course |
| Wrestling Golf Outing – Golf Course |
| ite Wedding – Grand Hall |
| |

Special Events

| August 16-17 | Free ORV Weekend |
|--------------|---------------------------------------------|
| August 17 | Tails & Trails 5 K Race – Independence Oaks |
| August 22 | Furry Friends Social – Orion Oaks Dog Park |
| August 27 | Paws & Play – Red Oaks Dog Park |