

OAKLAND COUNTY PARKS

Red Oaks Nature Preserve and Park Park Action Plan

George W. Suarez Friendship Woods
and Ambassador Park

City of Madison Heights, Michigan



Approved by Oakland County Parks Commission – DATE TBD
Approved by the Madison Heights City Council – DATE TBD

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Introduction

Red Oaks resides on the ancestral, traditional, and contemporary lands of the Anishinaabe, known as the Three Fires Confederacy, comprised of the Ojibwe, Odawa, and Potawatomi. Evidence of a Native presence on and near the land includes the existence of the Red Run which flowed through the area and was an important waterway, a burial site discovered along the banks of that river and reports of nearby cultivated areas with irrigation ditches which existed before White settlement in the area.

Early land purchases included those of George Dawson, Archibald Lamphere and a widow, Elizabeth McBride, who came to the area from Ireland with her five children. The Red Run, a river with several tributaries, ran through the land when these farmers made their purchases beginning in the 1830s. The river is mentioned in many early historical records. However, the river can no longer be seen at Red Oaks because it is now underground. Because of flooding and other issues its south branch was buried in the mid-1930s and the north branch in the late 1960s, becoming part of a storm and sanitary drain system for the fast-growing northern suburbs.

In 1974-75 the creation of Red Oaks County Park was enabled by an Oakland County Board of Commissioner's resolution requesting Oakland County Parks to establish a county park on the then Southeastern Oakland County Sewage Disposal System property located between Campbell and Dequindre roads in the cities of Royal Oak and Madison Heights. Over time the park has become home to a golf course, a nature center, a waterpark, and a dog park.

In 2012, Madison Heights and the Oakland County Parks and Recreation Commission executed a 25-year lease agreement for Madison Heights' George W. Suarez Friendship Woods Park located at 30300 Hales Street. The lease brought this property into the Red Oaks County Park complex as the Red Oaks Nature Center at the Suarez Friendship Woods Park (Madison Heights and Oakland County 9/12/2012). The lease was renewed in 2022 for an additional 25 years (Madison Heights and Oakland County 2/3/2022).

The Oakland County 5-Year Parks and Recreation Master Plan (OCP 1/26/2023) established that certain parks within the park system will be identified as nature preserves. The Parks Commission approved the policy for establishing and managing nature preserves and identified the Red Oaks Nature Center at the Suarez Friendship Woods as a nature preserve within the Oakland County Parks system. (OCP 6/7/2023).

Oakland County Parks and Madison Heights have entered a new phase of this long-standing partnership aimed at rejuvenating and maintaining the Red Oaks Nature Preserve and creating new intergenerational features at Ambassador Park. Under the terms of this agreement, Oakland County will invest more than \$1.5 million to improve park facilities and assume long-term responsibility for park management and maintenance. This Park Action Plan is intended to serve as a roadmap for both Madison Heights and Oakland County for the future of Red Oaks.

Definitions

Several agencies and locations are mentioned throughout the document that may also have alternate names or acronyms. These items may also be referenced differently in the attached legal documents (Letter of Intent and Interlocal Partnership Agreement). The definition list below provides the terms used throughout this document.

ARPA – American Recovery Plan Act State and Local Recovery Funds

Ambassador Park – the 7.06-acre park located at 600 East 13-Mile Road, owned by Madison Heights.

George W. Suarez Friendship Woods – the 38-acre park located at 30300 Hales Street, owned by Madison Heights. Under the previous lease to OCPRC, referred to as George W. Suarez Friendship Woods at Red Oaks County Park. Now designated as a nature preserve within Red Oaks County Park. See Red Oaks Nature Preserve below.

Healthy Communities Park and Outdoor Recreation Investment Plan – The OCBOC-approved program allocating ARPA State and Local Fiscal Recovery Funds for OCPRC to invest in park and outdoor recreational spaces in OCP and community parks.

Madison Heights – refers to the City of Madison Heights, its geographic location, and its government.

Oakland County Board of Commissioners – Oakland County’s governing body, which also approves certain approvals made by the Oakland County Parks and Recreation Commission – specifically those concerning land acquisition, grant funding, and use agreements.

Oakland County Parks – the park system, its land and operations, which is overseen by the Oakland County Parks and Recreation Commission

Oakland County Parks and Recreation Commission – the 10-member board that is responsible for planning, developing, and operating parks and recreation facilities, making rules and regulations, establishing a fee structure, approving budget expenditures, acquiring new parkland, acceptance of grant funding, and the entrance into use agreements.

OCBOC – acronym for Oakland County Board of Commissioners

OCP – acronym for Oakland County Parks

OCPRC – acronym for Oakland County Parks and Recreation Commission

Red Oaks Nature Center – specifically the nature center building and the associated operation of nature education at Red Oaks Nature Preserve.

Red Oaks Nature Preserve or Nature Preserve – Within OCP, refers to the 38-acre George W. Suarez Friendship Woods at Red Oaks County Park. Designated as a nature preserve within the Oakland County Parks system by OCPRC. This document will refer to this property as Red Oaks Nature Preserve or Nature Preserve.

Oakland County Parks and Recreation Master Plan

The Oakland County Parks and Recreation Master Plan 2023-2027 updated the vision of Oakland County Parks (OCP) to focus beyond the parks currently managed by OCP to ensuring that all Oakland County residents experience the benefits of recreation.

“Everyone in Oakland County has access to a park, public space, or recreational opportunity to relax, be active, socialize, and connect with nature.”

The Recreation Master Plan went further to identify four core values that would be the basis for decisions and strategies in the coming five years.

- *Diversity, Equity, and Inclusion:* Ground all actions and decisions in equity and justice and provide parks and recreation services that feel safe and welcoming to everyone.
- *Health and Wellness:* Increase access to the spaces and experiences that promote physical, mental, and social health for all.
- *Environmental Sustainability and Natural Resources Stewardship:* Plan, build, and operate our parks and services in a sustainable manner while collaborating with local communities. Care for the natural environment, preserve land and open space for future generations, meet current recreation needs without compromising the future, and build community resilience and adaptation to climate change.
- *Fiscal Responsibility and Organizational Excellence:* Implement our mission with a robust, innovative, and diverse parks and recreation organization and ground our decisions in sound fiscal policy.

These core values are the foundation for new community partnerships to enhance the access and quality of recreation in local communities in Oakland County. (OCP 1/26/2023)

Healthy Communities Park and Outdoor Recreation Investment Plan

In October 2022, the Oakland County Board of Commissioners approved allocation to the Oakland County Parks and Recreation Commission for \$15M in Oakland County American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds to invest in park and outdoor recreational spaces. OCP agreed to match the ARPA allocation with a minimum amount of \$5.2M (OCP 1/26/2023).

Approximately 60% of this funding was designated for investment in community parks with the remainder to be invested in existing OCP parks. Investment in community parks has the following objectives:

- Transform and eliminate historic inequities in the distribution of the benefits of the Oakland County Parks system and significantly enhance our capacity to serve residents of densely populated, diverse core urban cities.
- Rejuvenate municipal parks that are underutilized due to existing conditions that compromise accessibility, participation, and use by residents, including outdated or inoperable recreation equipment and facilities, deteriorating infrastructure, and disinvestment and underutilization of natural resources/park amenities.

- Sustain the one-time investment of ARPA funding through partnerships that will incorporate four existing municipal parks into the Oakland County Parks system, securing long-term, ongoing investments from OCPR in park facilities and maintenance.
- Expand accessibility and use of existing community park facilities to serve regional recreational needs.
- Make investments in park infrastructure that will have the greatest impact in improving the health and well-being of our residents.
- Provide much needed financial aid to chronically underfunded communities to address priority local park and outdoor recreation needs.

Prior to the OCBOC approval of the Healthy Communities Investment Plan, Madison Heights and OCPRC signed a [Letter of Intent](#) that signified their intention to develop a partnership to invest Oakland County ARPA funds in improvements at the Nature Preserve and Ambassador Park and for OCP to operate these areas as parts of Red Oaks County Park for an agreed period of time (Madison Heights and Oakland County 9/7/2022).

Interlocal Partnership Agreement

Madison Heights and OCPRC negotiated and signed an [Interlocal Partnership Agreement](#) that details the long-term relationship intended to improve Ambassador Park and the George W. Suarez Woods at Red Oaks County Park for the residents of Madison Heights and Oakland County, to be managed by OCP as Red Oaks County Park (Madison Heights and Oakland County 8/7/2023). The Interlocal Partnership Agreement replaced the previous lease for the George W. Suarez Friendship Woods (Madison Heights and Oakland County 2/3/2022) and terminated the Grounds Maintenance Agreement for the Youth Soccer Complex (Madison Heights and Oakland County 1/24/2011)

The Park Action Plan fulfills multiple requirements provided by the Interlocal Partnership Agreement. The table below relates the chapters of the Park Action Plan to individual sections of the Interlocal Partnership Agreement.

Park Action Plan Section	Interlocal Partnership Agreement Reference / Notes
Introduction	4.7 Park Action Plan
Community Context	
Community Engagement	3.3.4 Park Planning – section indicates the requirement for 2 community forums during the Transition Period
Existing Conditions	3.2.1. Grants & Endowments 3.2.2. Agreements between City and Third Parties 3.3.3. Premises Inspections
Environmental Condition	3.4 Environmental Condition 3.4.1 Environmental Assessments 3.4.2 Copies of Environmental Assessments 6.4 Liability for Environmental Matters
Strategic Plan	3.3.4 Park Planning 3.3.5 Park Programming 4.4 Park Improvement Projects 4.5 Park Maintenance/Repairs 4.7. Park Action Plan

Park Action Plan Section	Interlocal Partnership Agreement Reference / Notes
	4.8 Capital Improvement Plan 4.9 Park Access/Parking 4.12 Signs 5.5 Park Grants

The final sections, provided for reference, include:

- Letter of Intent
- Interlocal Partnership Agreement
- Boundary Surveys
- Nature Preserve Policy
- Madison Heights City Council Approval
- References
- Appendix A: Public Engagement Report

Community Context

The Red Oaks Nature Preserve and Ambassador Park are in the northern half of Madison Heights. Understanding Madison Heights' demographic characteristics will help us evaluate if our community engagement is reaching the people of Madison Heights and if Madison Heights residents are accessing and enjoying the park features and activities at the park. Because OCP is a county agency and Red Oaks is a regional recreational resource, our demographic data analysis includes all Oakland County residents and all households within a 10-minute drive of the park.

Community Description –Madison Heights

Madison Heights is an inner-ring suburb of Detroit, located 2 miles north of the northern boundary of Detroit. Madison Heights has a total area of 7.09 square miles.

The City of Madison Heights was incorporated and chartered as a city in 1955 from a portion of Royal Oak Township. The cities of Berkley, Clawson (southern half of the city), Ferndale, Hazel Park, Huntington Woods, Pleasant Ridge, and Royal Oak (part) were also formed from the greater Royal Oak Township area with the remaining area incorporated in the Charter Township of Royal Oak. The city shares borders with the cities of Troy (north), Royal Oak (west) and Hazel Park (south) in Oakland County and Warren (east) in Macomb County. Its eastern border (Dequindre Road) is also the border between Oakland and Macomb counties.

In 2023, Madison Heights has a population of 28,188 people. It has a Diversity Index of 44 compared to 54 for Oakland County. The Diversity Index from Esri represents the likelihood that two persons, chosen at random from the same area, belong to different races or ethnic groups. The city has a majority White population (77%), with 8% Black/African American, 7% Asian and 7% reporting two or more races. 85% of the population speaks only English in the home, which is the same proportion as Oakland County as a whole. The median household income for Madison Heights residents is \$58,474, with 13% of households below the federal poverty level.

Madison Heights owns 15 public parks and/or recreation facilities, totaling 132 acres of land. The 5-year Park and Recreation Master Plan, adopted by the City Council on December 14, 2020, inventories these recreation sites, and sets goals for future improvements. Red Oaks Nature Preserve (identified as the George W. Suarez Friendship Woods) is identified as a community park and Ambassador Park is identified as a neighborhood park within the park system. (Madison Heights 12/14/2020)

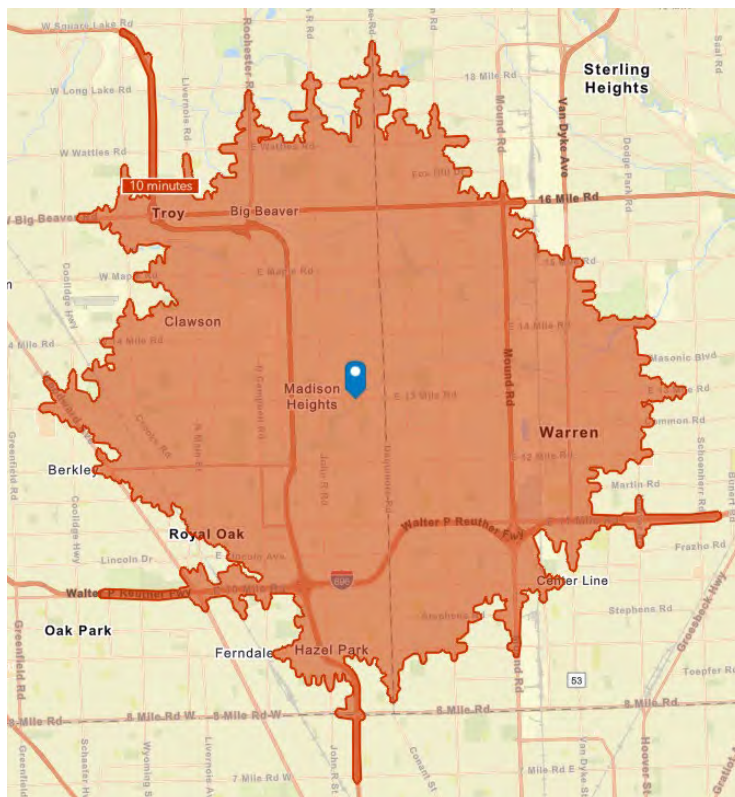
Community Demographic Data¹

With future investment and operation of the Nature Center and Ambassador Park by Oakland County Parks in collaboration with the City of Madison Heights, we consider the demographic characteristics of people living in Madison Heights and Oakland County, as well as the population living within a 10-minute drive of the park. The 10-minute drive time area includes all of Madison Heights and parts of Clawson, Royal Oak, Troy, and Macomb County. The population within the 10-minute drive of Red Oaks is 217,253 people.

The 10-minute drive time area is slightly more diverse than the City of Madison Heights and less diverse than Oakland County with a diversity index of 47 compared to 54 for Oakland County and 44 for Madison Heights. The area has a majority White population (74%), with 8% Black/African American, 11% Asian and 6% reporting two or more races. 76% of the population speaks only English in the home, compared to 85% for Oakland County as a whole. 9% speak Other Indo-European Language and 5% speak Asian-Pacific Island language in the home.

The median household income for residents within a 10-minute drive is \$72,325, with 11% of households below the federal poverty level.

Figure A: Red Oaks 10-minute drive time area



¹ Data source: ESRI Business Analyst

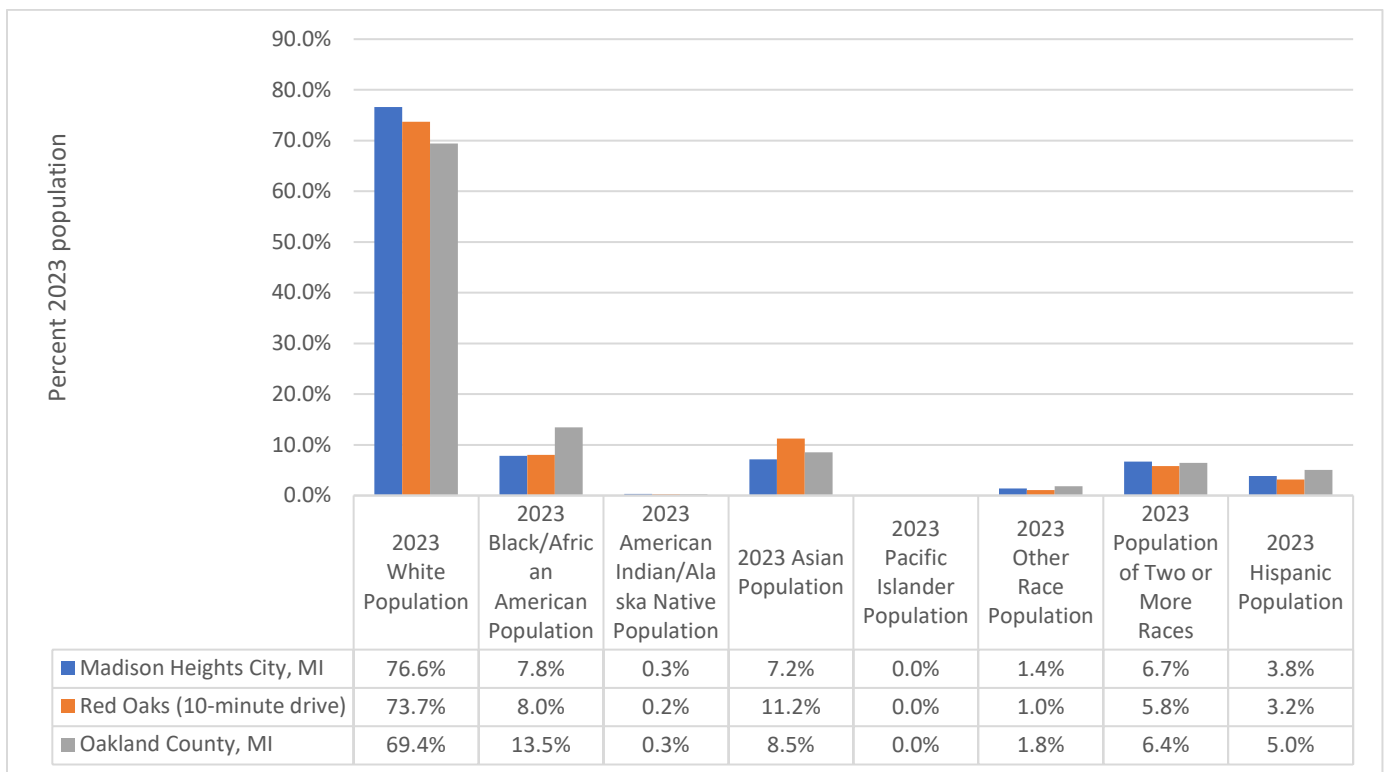
Table 1: Demographic comparison – Population and household income

Geography	2023 Total Population	2023 Median Household Income	2021 Total Households
Madison Heights City, MI	28,188	\$ 58,474	13,487
Red Oaks Park (10-minute drive)	217,253	\$ 72,325	92,052
Oakland County, MI	1,285,938	\$ 91,020	520,393

Table 2. Demographic comparison – ESRI Diversity Index

Geography	2023 Diversity Index ²
Madison Heights City, MI	44
Red Oaks Park (10-minute drive)	47
Oakland County, MI	54

Figure B: Demographic comparison – Race and ethnicity



² ESRI Diversity Index: the likelihood that two persons, chosen at random from the same area, belong to different races or ethnic groups.

Figure C: Demographic comparison – Languages spoken in the home

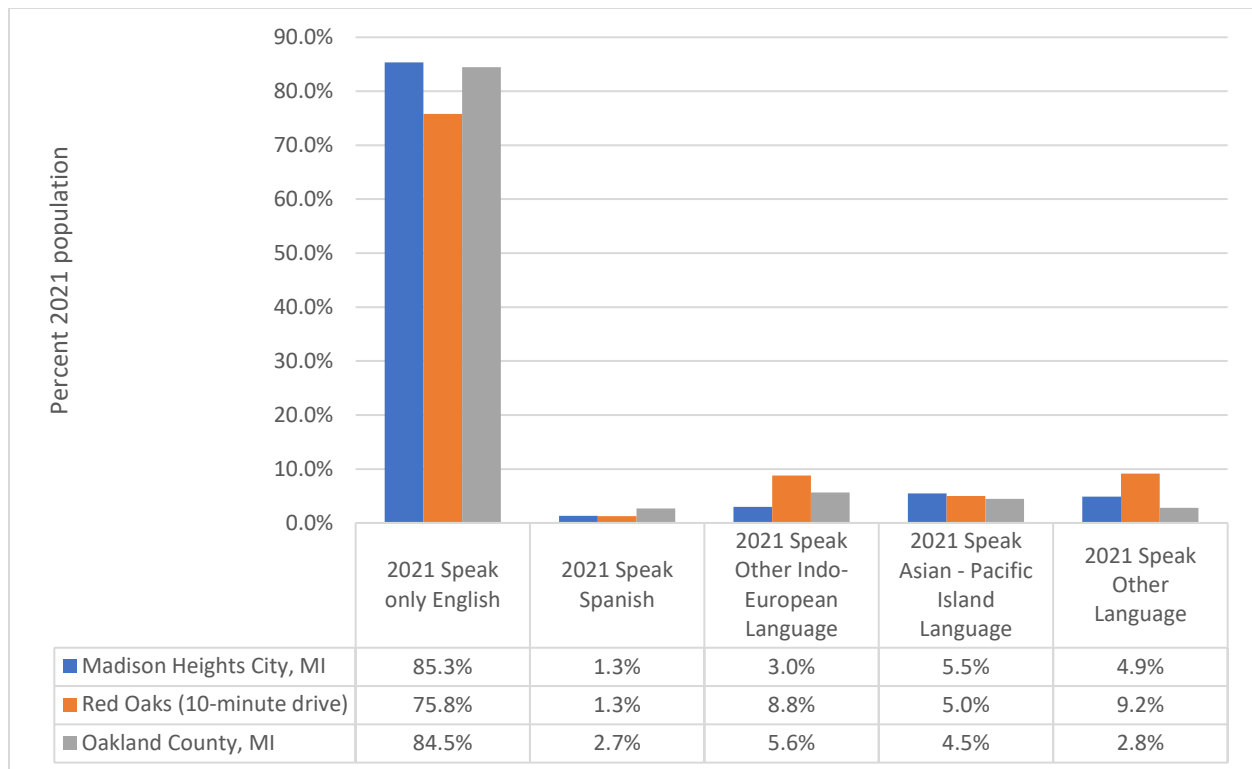


Figure D: Demographic comparison – Age distribution (2023)

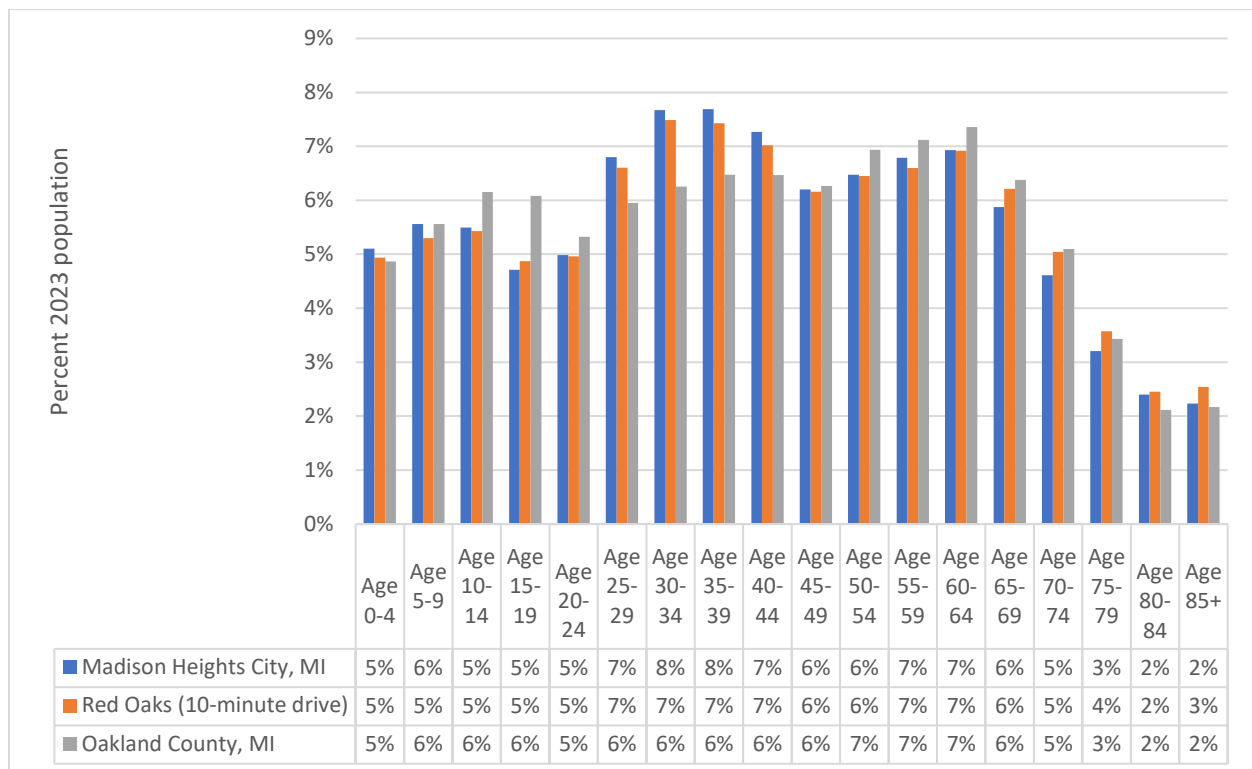


Figure E: Demographic comparison – Household income distribution (2023)

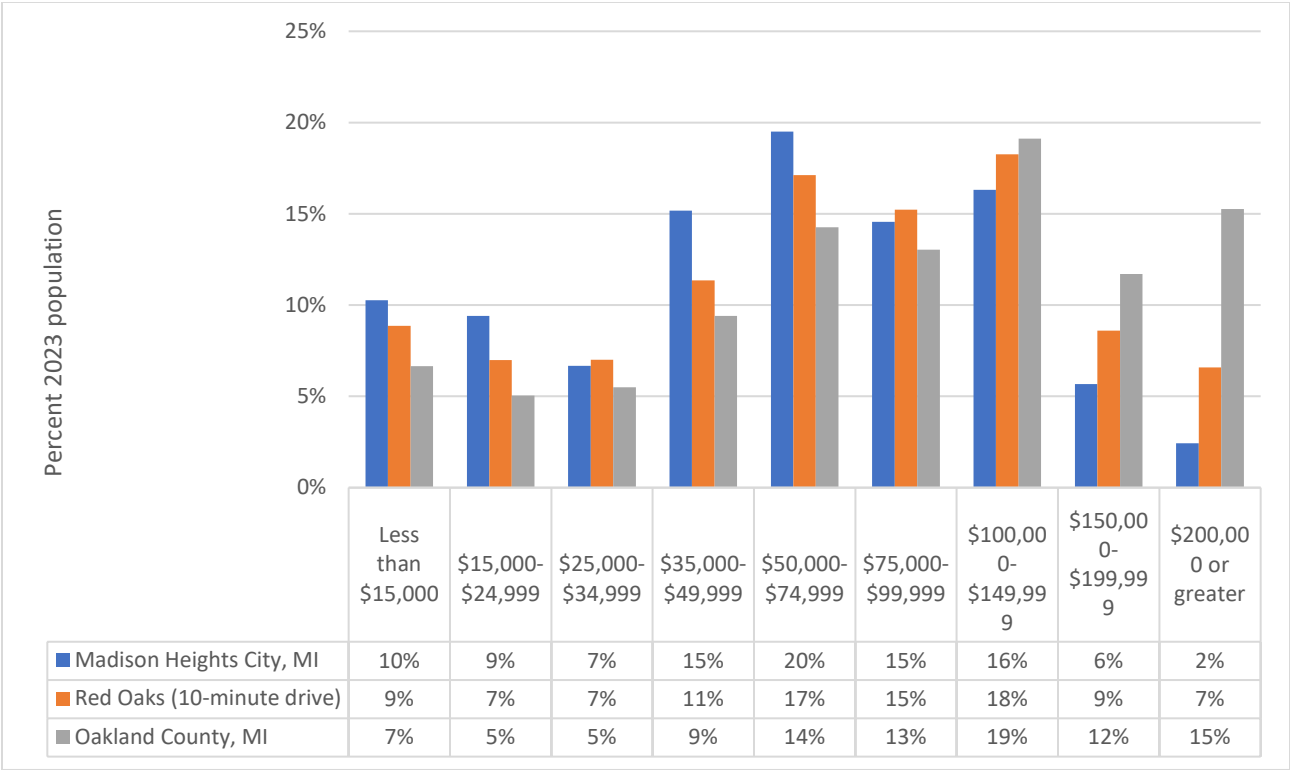
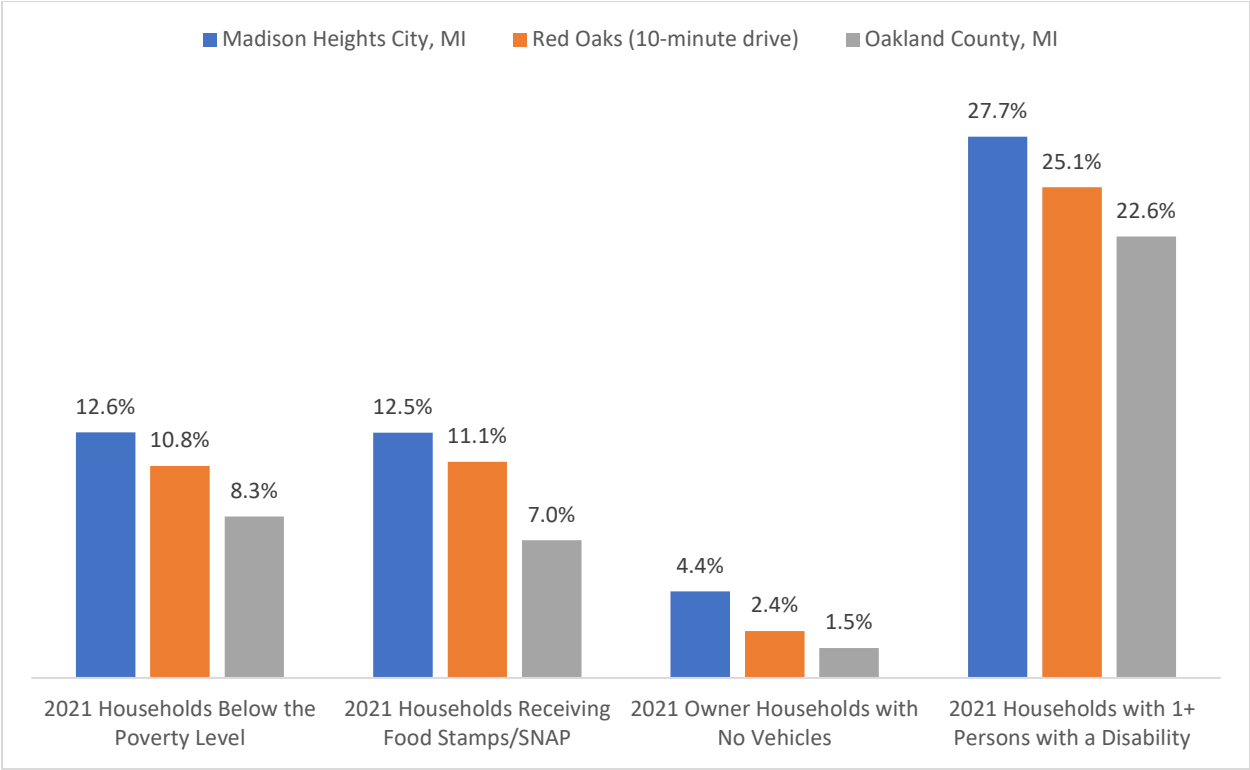


Figure F: Demographic comparison – Income and disability



Community Engagement

The Park Action Plan is built on input from the public, park users, and local officials and stakeholders. We seek engagement on multiple levels and on multiple occasions and will continue to engage the community as planning and on-the-ground activities commence. Two types of community engagement will be done for Red Oaks Nature Preserve and Ambassador Park: planning engagement prior to creating a vision and goals and a preliminary action plan for the park and design engagement to engage the community in planning specific amenities and improvements as part of an overall master plan.

Planning Engagement

The purpose of planning engagement is to understand how people engage with the park and what is important to them about the park. We are not proposing anything, we are listening. The community engagement summarized in this Park Action Plan is planning engagement.

As part of planning engagement, we communicate with stakeholders and conduct research to help us better understand the community and its characteristics such as languages spoken, demographics, median income, and potential barriers to park use. The results of research and engagement will help prioritize design of future improvements and help guide decisions.

Design Engagement

The purpose of this engagement is to share multiple design scenarios with the public and get information on their preferences and why. This will be led by the design consultant with support from OCP Planning and Design staff. The planning engagement above will provide important information about the community's priorities and needs into the design process. Following an internal review process, the consultant will develop multiple design visions/layouts. After we determine these are feasible alternatives, we will host one or more open houses that include a design charrette where designers and staff share multiple concepts with the community and ask for their input. Design engagement will occur after this Park Action Plan is approved and the design process commences.

Existing Community Engagement Data

We consulted reports from recent community engagement. The key documents consulted for Red Oaks Nature Preserve and Ambassador Park are the 5-Year Parks and Recreation Master Plan documents for Madison Heights (Madison Heights 12/14/2020) and Oakland County (OCP 1/26/2023).

Red Oaks Nature Preserve and Ambassador Park Community Engagement

Purpose

The purpose of this public engagement was to communicate with the stakeholders and community members who are already invested in the property of Red Oaks County Park, to gain any insights they might have, and to evaluate what the community would like to see in the park under Oakland County Parks management and through capital improvements. The outreach methods used were also designed to reach community members who are not currently engaged in the park or who have not historically felt welcomed or invited into parks, identify barriers to their participation and address gaps in equitable park access.

Methods

The public engagement methods used included an online survey and three public open houses held at various locations in Madison Heights. The survey was available online for two weeks, September 11 – 24, 2023. Paper copies of the survey were available at the open houses in English and Mandarin.

Three open houses were held at various locations in Madison Heights. Open house participants had a variety of ways in which to



engage and provide input Red Oaks County Park. A large park map was displayed and allowed opportunities for discussion with staff where participants could point out special features, memories, or notable locations. A prioritization board presented participants with an opportunity to identify amenities and features that they felt were the highest priority or best fit.

We used strategic methods to invite Madison Heights residents to participate, both in the survey and to engage with us during the public open houses. A few examples of these methods were:

- Hosting public engagement events at existing community events where residents who were in attendance could engage with us.
- Partnering with the Association of Chinese Americans to reach more of the local community and translating all materials into Mandarin to make them more accessible to Madison Heights' Chinese population.

Publicity and Promotion

Several methods were used to reach as many engaged park users as possible including social media posts, e-marketing messages, news releases and hosting an open house event at Red Oaks Nature Preserve to capture opinions from park users. Intentional efforts were also made to reach community members not-yet engaged in Red Oaks County Park or with Oakland County Parks. One effort to reach the community was collaborating with service organizations in Madison Heights. These organizations already have the trust of the people they serve, and they were willing to show their support for the interlocal partnership by extending the invitation to participate in public engagement and the free community event. The survey and the prioritization board exercise were translated into Mandarin to make them more accessible for the Chinese population, which was a priority because one of the public engagement opportunities was at an event hosted at the Chinese Community Center.

Summary Survey Results

There were 303 unique survey entries. Most were completed online and 16 were completed on paper. The survey was completed in Mandarin five times, all online. The remaining surveys were completed in English. Almost half of the responses (47%) were from Madison Heights.

Many respondents utilized the open-ended questions to offer insight into their memories, park information and their favorite aspects of Red Oaks County Park, as well as suggestions for improvements.

Importance of park features

When asked to rate the importance of 15 different park features, survey respondents' top priority was clean, working restrooms. Paths and walking trails were the third highest priority to survey respondents. Within the top five priorities, nature and the preservation of green space were important. The top five priorities are:

1. Restrooms
2. Healthy forest
3. Paths and walking trails
4. Native flowers and pollinators
5. Open spaces for play



Experiences and barriers to enjoyment of parks

We provided a list of scenarios in Question 7 that included: Parks not well-maintained; Limited information; Feeling unwelcome; Limited accessibility; Entrance fees too costly; Language barriers; Two or more of the above; and None of the above. Respondents largely reported experiencing none of the negative experiences (70%). The two highest reported negative experiences were: Park not well maintained (15%) and Entrance fees too costly (14%).

Open-ended survey responses

Respondents had a few opportunities to leave open-ended responses in the survey. Key themes emerged throughout these open-ended responses, with the largest portion being a desire to keep the soccer field at Ambassador Park. (Soccer fields have been relocated to Civic Center Park, approximately 0.6 mile east on 13-Mile Road). The top five topics mentioned most frequently were:

1. Soccer (note: fields have been relocated to Civic Center Park)
2. Natural areas/ woods
3. Walking trails/ paths
4. Golf course (note: these are comments regarding an adjacent facility)
5. Universal accessibility

Summary Open House Results

Oakland County Parks hosted three public engagement events for Red Oaks County Park regarding the partnership including Ambassador Park and Red Oaks Nature Center; one event that was specifically a park planning open house and the other two events were hosted by community partners where we were able to engage participants at those events. These events took place at the following times and saw estimated participation numbers as indicated:

Date and Time	Location	Event	Approximate count
Sat, Sept. 16 , 10:30 am - 2 pm	<i>Chinese Community Center</i>	Healthy Gardening Fair	20
Mon, Sept. 18 , 5:30 - 7:30 pm	<i>Madison Heights Civic Center</i>	Civic Center Grand Opening	300
Fri, Sept. 22 , 1 - 3 pm	<i>Red Oaks Nature Preserve</i>	Public Open House	15

The prioritization exercise was very popular, as attendees were given a certain number of stickers with which to indicate their priorities directly on the board. In total, 372 priorities were indicated through this exercise, with the top three aligning with the top three priorities identified through the survey:

1. Restrooms
2. Paths and walking trails
3. Healthy forest
4. Active adult programs
5. Quiet areas and scenic views

Conclusions

Based on the response from Madison Heights residents and park users from a wider area, there was support and appreciation for the partnership between the City of Madison Heights and Oakland County Parks. We are grateful to everyone for their generous responses and understand the importance of keeping the priorities identified through these efforts at the forefront of our planning:

1. Natural areas, native plants and pollinators, and healthy forests
2. Clean, working restrooms
3. Open spaces for play and relaxation
4. Universal accessibility
5. Paths and walking trails

Citywide Engagement

Public engagement was conducted in 2019 for development of the City of Madison Heights 5-year Recreation Master Plan (Madison Heights 12/14/2020) using two methods:

- Open house
- Online survey

Open House

The open house was an opportunity for community members to provide feedback to the City of Madison Heights and was attended by approximately 20 residents. Attendees participated in an exercise to indicate where they felt it was most important to invest in the parks system. Below are the open house attendees top five priorities for investment, with community center being the highest priority:

1. Community Center
2. New playgrounds
3. Adult outdoor fitness equipment

4. Programming
5. Parks maintenance

Online Survey

The online survey had responses from 439 people. Main takeaways are as follows:

- **Most commonly used amenities:**
 - Running/walking trails
 - Restrooms
 - The nature center
 - Picnic tables
 - Play structures
- **Most commonly visited parks in Madison Heights**
 1. Rosie's Park
 2. Friendship Woods/ Red Oaks Nature Center
 3. Civic Center Park
- **Programs with most community participation**
 - Festival in the Park
 - Family activities
 - Madison Heights Public Library activities and programs
 - Red Oaks County Park programs
- **Demographics**
 - The only demographic information collected by the survey was race and ethnicity. Of the survey participants, 93.4% identified as white, compared to 76.6% in the 2023 updated US Census data. Survey participants identifying as Asian/Pacific Islander or Hispanic were both right around 1% and those identifying as Black or African American were just over 0.5% of respondents. Updated 2023 US Census data indicates that Madison Heights population is more diverse than this survey pool reflects, with 3.8% identifying as Hispanic, 7.2% identifying as Asian, and 7.8% identifying as Black or African American. See [demographic data tables](#) with 2023 updated US Census data in this document³.

Countywide Engagement

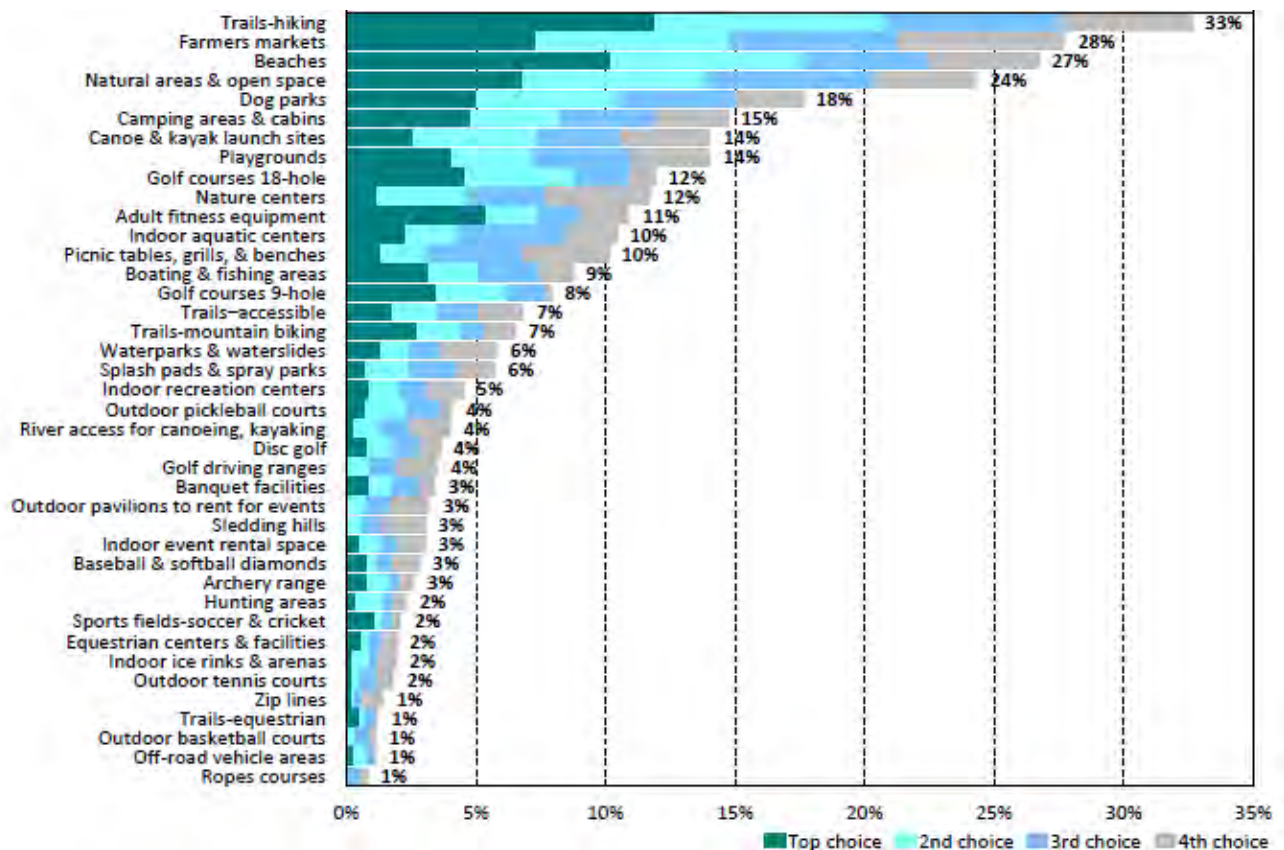
Oakland County Parks conducted the Community Needs Assessment in 2022 which provided baseline insight to the park needs of county residents (ETC Institute 2022). Main takeaways from this engagement as it pertains to Hawthorne Park planning are as follows:

- **Future of Parks and Recreation:** When asked for their priority actions for Oakland County Parks, the highest number of respondents felt managing freshwater and stormwater resources to protect water quality and reducing flooding was very important (73%). Other actions respondents felt were very important were maintaining roads and park infrastructure (61%) and reducing waste by recycling and composting (60%).
- **Barriers to Recreation:** The highest reported barriers to recreation in the county-wide survey were lack of information, not liking the outdoors and not having time. The least reported barriers at the county level were a lack of adequate transportation and feeling unwelcome.

³ Data source: ESRI Business Analyst

- **Important Park Features:** The amenities/facilities that were most important to respondents are displayed on the chart below, with the top four choices being Trails-hiking, Farmers markets, Beaches and Natural areas/open space.
- **Most visited Facility Type-** Trails, Farmers markets, Natural areas and open space and beaches were also the top four choices selected by respondents as their most visited facility type.
- **Priorities for Facility Investment-** Priority Investment Ratings were developed based on the importance of an amenity and the number of residents with an unmet need for that amenity. The same four items were ranked at the highest PIR: Beaches, Trails-hiking, Farmers markets, Natural areas and open space.
- **Priorities for Programming:** Measured using the same formula as the facility PIR, the top priority programs are Adult fitness & wellness programs, Farmers market programs, Community festivals, Art/antique/craft shows, and Food truck rallies.
- **Demographics:**
 - Respondents' demographic data reflect the US Census data relatively well for Oakland County in regard to race/ethnicity, gender and age. See [demographic data tables](#) with 2023 updated US Census data in this document⁴.

Figure G: Parks and Recreation Facilities Most Important to Households by percentage of respondents who selected the items as a top priority



⁴ Data source: ESRI Business Analyst

Environmental Condition

Red Oaks Golf Course

A Baseline Environmental Assessment was conducted by the Oakland County Water Resources Commissioner's Office (WRC) in 2003. The assessment notes the due care responsibilities of OCP. OCP should exercise due care before commencing a project that involves any moving of soil on the Golf Course. The property owner, WRC, should be consulted and a determination made whether further environmental analyses are needed to protect recreational users, park staff, and adjoining neighbors. Additionally, if re-purposing of the Golf Course is considered at some future point, alternative uses appropriate for a site of environmental contamination should be considered. Because of the history of old dump sites along the Red Run Drain, and the industrial history of surrounding areas, this precaution should be maintained throughout the Red Oaks County Park and not just in the areas where known contamination has been documented. (OCP 1/26/2023, 173)

Ambassador Park

Phase I Environmental Site Assessment

The Phase I ESA for Ambassador Park was conducted by ASTI Environmental, with the final report dated May 24, 2023.

The report indicated that the history of dumping along and adjacent to the Red Run Drain constitutes a Recognized Environmental Condition (RECs):

"Based on a review of aerial photographs and previous environmental reports, the land along and adjacent to the Red Run Drain, including the Subject Property, appears to be an area of extensive surface disturbance which included landfilling and dumping. Accordingly, the potential exists for fill material to be present on the Subject Property. The source of the fill is unknown but could include waste materials and incinerator ash. Additionally, historic fill materials often contained hazardous substances and/or petroleum products." (ASTI 5/24/2023)

Phase I ESA for Ambassador Park has been provided to Madison Heights' staff.

Limited Phase II Environmental Site Assessment

The Phase II ESA for Ambassador Park was conducted by ASTI Environmental, with the final report dated August 2, 2023.

The report indicated that based on the laboratory analytical results for samples collected at the park property, it was the opinion of ASTI that the property is a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as Amended (Part 201).

ASTI recommended that OCP have a Baseline Environmental Assessment (BEA) prepared for the property to obtain statutory liability protection for the pre-existing contamination and have a Due Care Plan (DCP) completed to satisfy the Part 20107(a) due care obligations. (ASTI 8/2/2023)

The Limited Phase II ESA for Ambassador Park has been provided to Madison Heights' staff.

Baseline Environmental Assessment

The Baseline Environmental Assessment (BEA) was prepared by ASTI Environmental, dated October 6, 2023 (ASTI 10/6/2023). BEA report has been provided to Madison Heights' staff.

BEA form is prepared and will be submitted to EGLE around December 1, 2023.

Due Care Plan

The Due Care Plan (DCP) for Ambassador Park was prepared by ASTI Environmental, dated October 18, 2023 (ASTI 10/18/2023). The DCP has been provided to Madison Heights' staff.

- OCP must maintain the upper two feet of soil in the central portion of the property as a direct contact exposure barrier. A response activity map is provided which shows where the barrier must be maintained. See Due Care Plan for details.
- All contractors or subcontractors must be notified of the general nature and extent of contamination in the soil and the potential for unacceptable direct exposures. Future construction plans will be reviewed by an environmental professional before work commences. See Due Care Plan for details.
- Maintenance Plan requires that maintenance personnel inspect exposure barriers on a semi-annual basis; inspection forms are provided (ASTI 10/18/2023, Appendix C).

Red Oaks Nature Preserve

Phase I Environmental Site Assessment

The Phase I ESA for Red Oaks Nature Preserve was conducted by ASTI Environmental, with the final report dated September 27, 2023. (ASTI 9/27/2023)

The assessment "revealed no recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), or significant data gaps in association with the property."

OCP staff had reported the noticeable lack of amphibians and reptiles on the property on the User Questionnaire. Regarding this information, ASTI indicates there may be suspicion of the former downwind incinerator located at 29470 John R Road and biological environmental stress on the Subject Property, which can be an indication of a release.

"the former incinerator is downwind from the Subject Property, and it is not unreasonable to suspect atmospheric deposition of incinerator fallout onto the Subject Property. Obtained EGLE records do not contain sufficient data to prove or disprove an associated release at the Subject Property."

In separate correspondence, ASTI recommended additional work in the form of limited shallow sampling to search for potential atmospheric deposition.

Phase I ESA for Red Oaks Nature Preserve has been provided to the City of Madison Heights.

Additional sampling

In progress.

Existing Conditions

Location

Ambassador Park and Red Oaks Nature Preserve are in Madison Heights south of 13-Mile Road and east of John R. Both parks share boundaries with Red Oaks Golf Course, which is accessed off John R Road. On the north side of 13-Mile is the rest of the Red Oaks County Park complex – Red Oaks Waterpark, accessed from 13-Mile, and Red Oaks Dog Park, which has access from Dequindre Road. A 0.3-mile connector trail goes from the Dog Park on Dequindre Road to the Waterpark entrance on 13-mile Road.

Addresses:

- Ambassador Park – 600 East 13-Mile Road, Madison Heights
- Red Oaks Nature Preserve – 30300 Hales Street, Madison Heights

Township and Range: Township 1 North, Range 11 East

Section: 12

Figure H: Aerial photo showing locations of Ambassador Park and Red Oaks Nature Preserve



Park Description

Ambassador Park (map upper right) is a 7-acre park located at 600 East 13-Mile Road, owned by Madison Heights. Amenities include:

- Jogging / Walking Track (Half-mile)
- Parking
- Picnic Tables and Grills
- Play Structure
- Portable Restroom Facility (Summer Months)
- Small Sled Hill
- Soccer Field
- Tennis Courts / Ice rink (Weather Dependent)
- Water Fountain (ADA and Pet accessible)

Red Oaks Nature Preserve is the 38-acre George W. Suarez Friendship Woods Park located at 30300 Hales Street. The park is owned by Madison Heights and leased to OCPRC. In lease to OCPRC, the property is referred to as George W. Suarez Friendship Woods at Red Oaks County Park. It has been designated as a nature preserve within the Oakland County Parks system by OCPRC.

Figure I: Aerial photo of Ambassador Park (right)



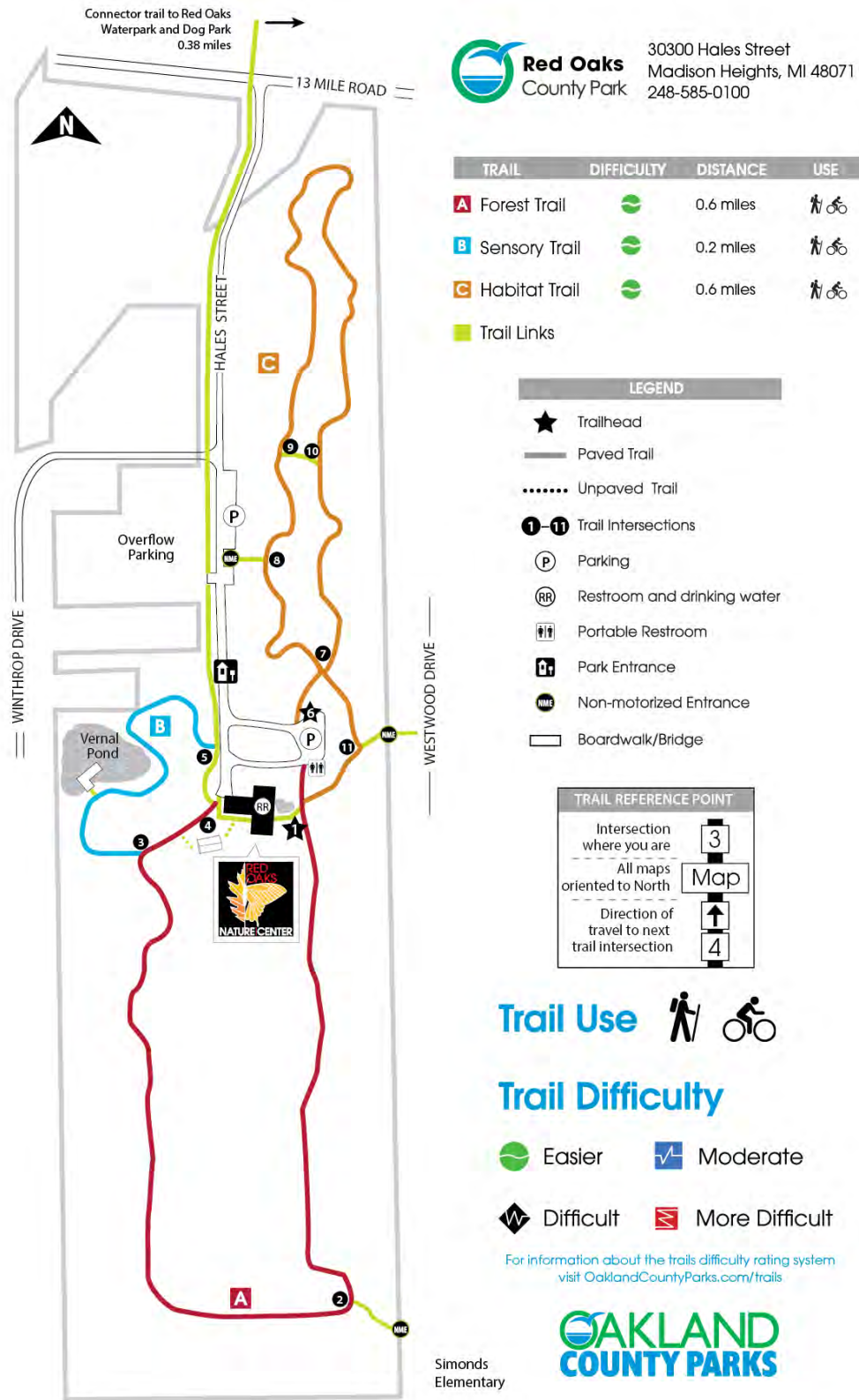
The Nature Preserve features the nature center and trail network. The nature center offers an outdoor component for family nature programs. The center's interior includes native live animals, displays and classroom space. A 1.3-mile paved trail is used for programs and for hiking, biking, and walking. The sensory trail features a storybook trail.

Year-round educational programs presented by park naturalists are available to the public. Specialized nature programs include in-person and virtual field trips, naturalist-led hikes, and Wild Birthday Parties. Community Outreach Programs include nature presentations and nature information and touch tables. StarLab inflatable planetarium can be booked either at the nature center or as an outreach program.

Figure J: Aerial photo of Red Oaks Nature Preserve (right)



Figure K: Red Oaks Trail Map



Grant History

Unless otherwise noted, all grant-funded facilities and improvements listed in the table below remain open to the public for the purpose of outdoor recreation.

Grant Number	Source	Year	Summary
TF492	Michigan Natural Resources Trust Fund	1982	Acquisition: Simonds Woods Nature Area
BF93-090	Michigan Recreation Bond Program	1994	Development: Suarez Woods Nature Center
TF97-032	Michigan Natural Resources Trust Fund	1999	Acquisition: Suarez Woods Parks Expansion
23-01023	Land and Water Conservation Fund	1977	Development: Tennis courts (2), ice rink, parking lot, and water and sewer lines at Ambassador Park.

Other Property Restrictions

All of the Nature Preserve property excluding the nature center building is enrolled as managed land under the Eastern Massasauga Rattlesnake (EMR) Implementation Plan that Oakland County holds with the Michigan Department of Natural Resources (MDNR) to remain compliant with the federal endangered species act and US Fish and Wildlife Service (USFWS). As a result, development of the property must be submitted and approved by the USFWS and MDNR in advance to ensure protection of EMR.

Natural Resources

For almost 2 million years, southeast Michigan and Oakland County were covered by glaciers that retreated during the last ice age approximately 10,000-15,000 years ago. Dominant landscape features including hills, lakes, and rivers; and resulting natural communities consisting of plants and animals are based on the soils and resulting ecosystems that formed since that glacial retreat. Indigenous populations managed those ecosystems for thousands of years using techniques such as prescribed fire. The introduction of European settlement in Oakland County in the 1800s resulted in the conversion of natural ecosystems to agriculture and industry. Ambassador Park and Red Oaks Nature Preserve are some of the remaining green space in a highly urbanized portion of Oakland County and the Nature Preserve serves as an important wildlife corridor and refuge within the surrounding community.

Red Oaks Nature Preserve has been surveyed for natural communities as outlined by the Michigan Natural Features Inventory (MNFI) and the property includes two dominant community types: wet mesic flatwoods and mesic southern forest. The northern section of the nature preserve property contains no recognizable natural community remnants but contains many pockets of native trees and forbs.

As identified by MNFI, 2023 “Wet-mesic flatwoods is a wet to mesic forest on mineral soils dominated by a highly diverse mixture of upland and lowland hardwoods. The community occurs almost exclusively on poorly drained glacial lakeplain in southeastern Lower Michigan. Dominant trees may include oaks,

hickories, maples, ashes, and basswood. Seasonal inundation is the primary natural disturbance factor influencing wet-mesic flatwoods.” On-site surveys confirm that species composition includes diverse oak, elm, maple and sycamore species within the canopy with spicebush and ironwood present in the understory as well. Invasive cover was relatively low as surveyed in the 6-25% range during a coarse inventory. This portion of the property has been managed for early detection invasive species and disturbances primarily caused by dumping and potential historic pollution.

The area identified as mesic southern forest only marginally matches the community description and as a result of interrupted disturbance regimes and anthropogenic influences may not be a remnant community at this point. However, many species and soil conditions still match the community description so the site can be managed in practice to replicate the disturbances regimes present in this community and promoting gap-phase dynamics. MNFI defines mesic southern forests as “an American beech- and sugar maple-dominated forest distributed south of the climatic tension zone and found on flat to rolling topography with predominantly loam soils.”

On-site wildlife sightings are limited to common mammals (white-tailed deer, squirrels, etc) and a wide variety of resident and migratory birds. During a park-wide herpetological survey performed in 2015, no herpetofauna were found on the Nature Preserve property. This is highly unusual and a phase I was requested during the park planning process to determine potential influencing factors. Birding and preservation of bird habitat, especially in the northern portion of the property, are a critical component of property management considerations, rare and unique bird species are commonly sighted and heard within the park and birding provides a unique recreational opportunity within this portion of the county.

Historically a vernal pool was identified on the nature preserve property but no documentation of related wildlife have been verified so it is more likely that the on-site water is seasonal but not a vernal pool. Other water related management includes mapping and maintenance of stormwater systems.

The forests on-site have been managed only for hazards presented to infrastructure but not for larger gap phase dynamics as previously noted, future management will focus on forest health and regeneration in the mature stands. Non-native trees will be selectively removed from the site and native trees will be planted where regeneration isn’t sufficient either because of deer grazing pressure or on-site recreation.

Threats to the current ecosystems are primarily from non-native invasive species, forest pests and diseases such as oak wilt and dumping from neighboring properties (landscape material, etc).

Ambassador Park has primarily served as a recreational facility with limited natural resources on-site. Future development will focus on re-introducing native trees and forbs in the form of landscape elements and green stormwater infrastructure.

Nature Preserve

Red Oaks Nature Preserve is primarily forested and contains two dominant natural community types: wet mesic flatwoods and mesic southern forest.




Ambassador Park

Ambassador Park natural assets include the following:

- Street and Landscape Trees: Additional surveying is necessary to determine maintenance needs.

- Wildlife: Additional surveying is needed to identify rare and unique native wildlife and nuisance wildlife
- Natural Areas: Additional surveying is needed to identify management areas, invasive species and natural community delineation necessary.





Boundaries

Boundaries	Aerial Photo (2020)	Photo
<p>Ambassador Park</p> <p>Chain-link boundary fence</p> <p>Approximately 0.5 miles of chain-link fence on west, south and east sides of the park.</p> <p>Photo – 4/27/2023</p>		
<p>Nature Preserve</p> <p>Chain-link boundary fence</p> <p>Chain link fence that surrounds much of the park. Fence height is 4 or 6 feet. Total fencing is approximately 1.25 miles. Frequent encroachment issues from neighboring properties.</p>		


Buildings




Buildings	Aerial Photo (2020)	Photo
Ambassador Park No buildings		
Nature Preserve Nature Center building Building is approximately 3,500 SF, constructed in 1996. Garage was constructed post- 2000.		
Nature Preserve Outdoor classroom tent Outdoor classroom area covered by temporary shelter is 40' x 20'.		

Courts and Fields



Courts and Fields	Aerial Photo (2020)	Photo
<p>Ambassador Park</p> <p>Tennis courts</p> <p>Two full-size tennis courts enclosed in a tall chain-link fenced-in area approximately 120' x 106'.</p> <p>Photo 6/27/2022</p>		
<p>Ambassador Park</p> <p>Open field</p> <p>Flat lawn area. Soccer field was previously located here; it has been relocated to Civic Center Park east on 13-Mile Road. Site is irrigated.</p> <p>Photo 4/4/2023</p>		

Hardscapes

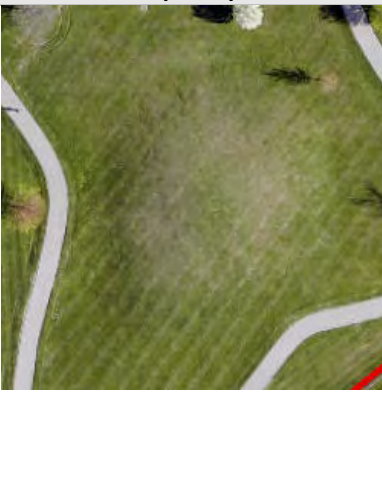

Hardscapes	Aerial Photo (2020)	Photo
<p>Ambassador Park</p> <p>Parking lot</p> <p>Asphalt parking lot with 67 parking spaces, 3 of which are accessible spaces, but one of which does connect to an accessible route. All spaces are approximately 8' x 16'.</p> <p>Photo 6/27/2022</p>		
<p>Ambassador Park</p> <p>Sidewalk</p> <p>Paved sidewalk along the northern edge of park that intersects the drive into the parking lot. Sidewalk is approximately 260' from the west edge of the park to the east, is approximately 5' wide and sits about 24' south of 13 Mile Rd.</p> <p>Photo 6/27/2022</p>		
<p>Ambassador Park</p> <p>Southwest footpath</p> <p>Paved footpath entrance from neighborhood on west of park. Path is 5' wide and extends toward the center of park where there is a drinking fountain at its termination point. Approximately 65' of path is within park boundaries and connects to approximately 120' of path that terminates at sidewalk in neighborhood.</p> <p>Photo 4/27/2023</p>		

Hardscapes	Aerial Photo (2020)
<p>Nature Preserve</p> <p>Parking lot and drive</p> <p>Asphalt parking lot with 11 parking spaces, one of which is designated as accessible. The space designated as accessible along with its access route appear to be narrower than the required 16' width for van accessibility. Parking spaces not consistent shapes or sizes due to shape of parking lot.</p>	
<p>Nature Preserve</p> <p>Staff parking lot</p> <p>Asphalt parking lot behind partition with 7 parking spaces, none of which are designated as accessible. Total parking area is approximately 60' x 18'.</p>	
<p>Nature Preserve</p> <p>North parking lot</p> <p>Asphalt parking lot along east side of entrance drive with 19 parking spaces, one of which is designated as accessible. The space designated as accessible along with its access route are a total of approximately 13.5' wide, which is 2.5' narrower than the required width for van accessibility. This access route also requires users to travel behind vehicles to enter the trail connector. Parking spaces are approximately 10' x 17.5'.</p>	
<p>Nature Preserve</p> <p>Overflow Parking</p> <p>Grass field located on Hales Road.</p>	

Irrigation Systems

Irrigation	Aerial Photo (2020)	Photo
<p>Ambassador Park</p> <p>Former soccer field irrigation</p>		

Open Space

Open Space	Aerial Photo (2020)	Photo
<p>Ambassador Park</p> <p>Sledding hill</p> <p>Circular grass-covered mound located within the walking loop on the far south side of the park. Diameter of the mound is approximately 100' and is used as a sledding hill in the winter. Some of the grade of the hill goes toward trees and paths, potential obstacles and safety hazards.</p> <p>Photo 6/27/2022</p>		
<p>Ambassador Park</p> <p>Benches</p> <p>Affixed wooden benches are located throughout the park. Not located off ADA accessible routes.</p> <p>Photo 6/27/2022</p>		







Playgrounds







Figure L: Ambassador Park playgrounds (2020 aerial photo)











Playgrounds	Photo
<p>Ambassador Park</p> <p>Play structure</p> <p>Playground for ages 5-12. Constructed prior to 2002. Not ADA-compliant. Accessed by two stair ladders.</p> <p>Photo 4/27/2023</p>	
<p>Ambassador Park</p> <p>Smaller swing bay</p> <p>Swing bay with two standard swings adjacent to the play structure, constructed prior to 2002.</p> <p>Photo 4/27/2023</p>	
<p>Ambassador Park</p> <p>Larger swing bay</p> <p>Swing bay with four standard and two baby swings constructed between 2017 and 2020.</p> <p>Photo 4/27/2023</p>	

Signs


Signs	Aerial Photo (2020)	Photo
<p>Ambassador Park</p> <p>Park sign</p> <p>Wood sign, approximately 8' wide, installed perpendicular to and about 5' south of the sidewalk. Sign has Madison Heights logo and sign verbiage is: Madison Heights AMBASSADOR PARK</p> <p>Photo 6/27/2022</p>		
<p>Ambassador Park</p> <p>Land & Water Conservation Fund plaque</p> <p>Metal emblem reflecting partnership with the Land & Water Conservation Fund, mounted on wood and affixed to the park entrance signpost.</p> <p>Photo 6/27/2022</p>		
<p>Ambassador Park</p> <p>Park rules sign</p> <p>Sign post located at the northwest fork in the walking loop, with five separate signs stacked vertically, listing park rules and caution notices with the following information:</p> <p>Keep pets on leash (x2), pick up after pets, no alcohol, no fireworks (x2), no loitering, no motor vehicles, no golfing, refrain from foul language, be courteous to others, park closes @ 10 pm.</p> <p>Caution: portions of trail may be covered with snow or ice.</p> <p>Healthy kids, safer communities. No hit zone.</p>		 <p>Photo 6/27/2022</p>

Signs	Aerial Photo (2020)	Photo
<p>Ambassador Park Playground sign Plastic sign just north of the playground use zone, stating rules of the playground, intended age of user and noting the playground manufacturer. Verbiage includes: Welcome! Have fun and play safe on this Miracle Playground. Designed for kids ages 5-12. The smart way to play: take turns, no pushing, shoving, be careful when equipment is wet, use equipment correctly (recommendations on reverse side) for fun and safety, have fun. Adult supervision required. Photo 6/27/2022</p>		
<p>Ambassador Park Dedication plaques Multiple dedication plaques posted in front of trees, dedicating trees and/or benches to people. See example right. Photo 6/27/2022</p>		
<p>Nature Preserve DNR Grant Sign Located at entrance to Nature Center</p>		

Signs	Aerial Photo (2020)	Photo
<p>Nature Preserve DNR Grant Sign Located at field on Hale Street attached to a Little Free Library</p>		
<p>Nature Preserve Entrance Sign Double-sided Oakland County Parks monument sign located facing east and west on 13 Mile Road at the entrance to Hales Road. Flowerbeds surround the sign.</p>		
<p>Nature Preserve Wildflower Garden Sign Double-sided sign with Madison Heights logo that reads: Welcome to The Cherukuri Wildflower Gardens, Dedicated May 2001</p>		
<p>Nature Preserve Welcome and Thank You Sign Double-sided sign at corner of Winthrop and Hales Road, welcoming guests entering the drive and thanking visitors who are leaving the premises.</p>		


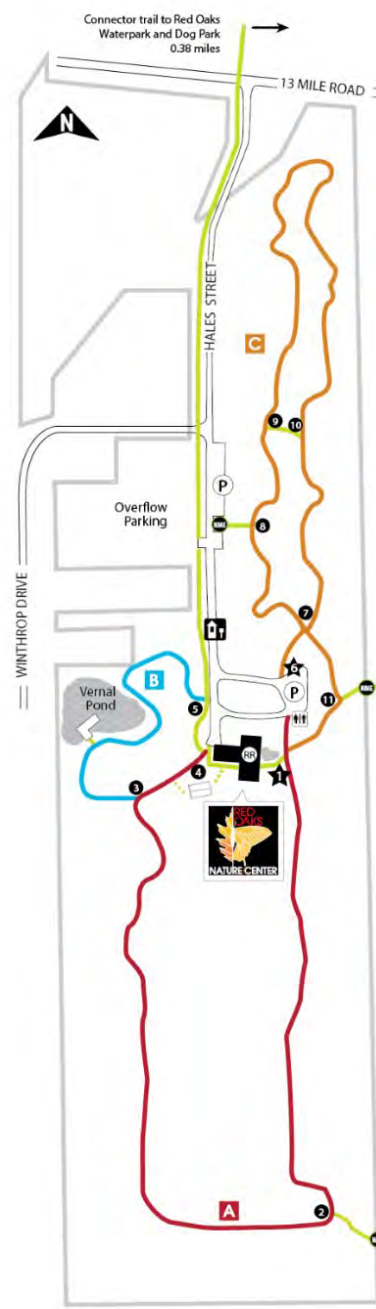


Signs	Aerial Photo (2020)	Photo
Road Signs Various locations Brown vehicle wayfinding signs are located on Dequindre, John R, 13-Mile, and Dartmouth roads. Updated inventory is available on ArcGIS Online.		

Stormwater Infrastructure

Stormwater Infrastructure	Aerial Photo (2020)	Photo
Ambassador Park WRC Hydro Drain Inlet Water Resource Commission drain inlet along south border of Ambassador Park near its boundary shared with Red Oaks Golf Course.		
See Utility Maps below		

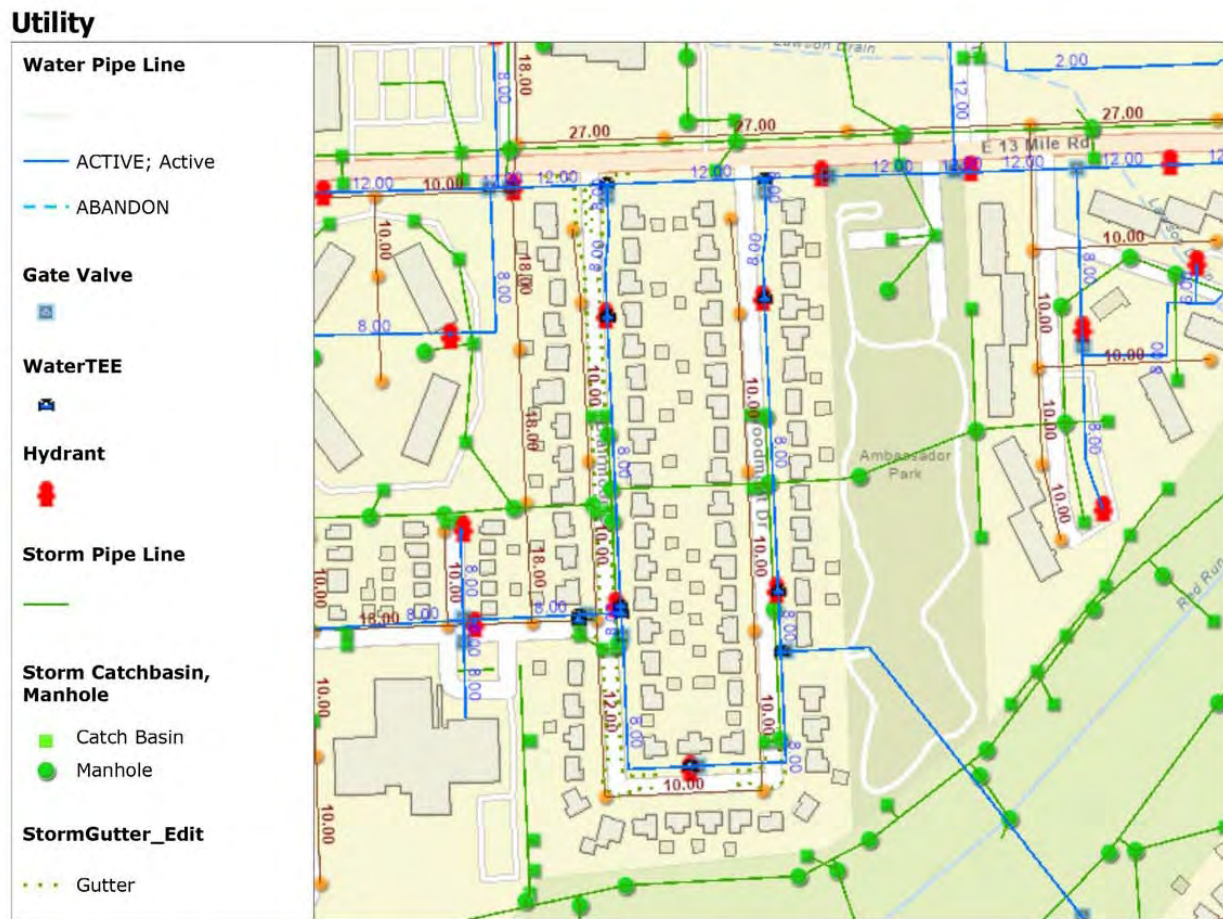
Trails and Boardwalks

Trails and Boardwalks	Aerial Photo (2020)	Photo
Ambassador Park Walking Loop Paved continuous walking loop. Total trail is approximately half a mile long and 9' wide; approximately 0.4 miles of the trail are a single loop that follows along the southern perimeter of the park, with an additional 0.1-mile additional leg along the northwest corner of the park with a turnaround loop just south of the sidewalk. Photo 4-27-2023		

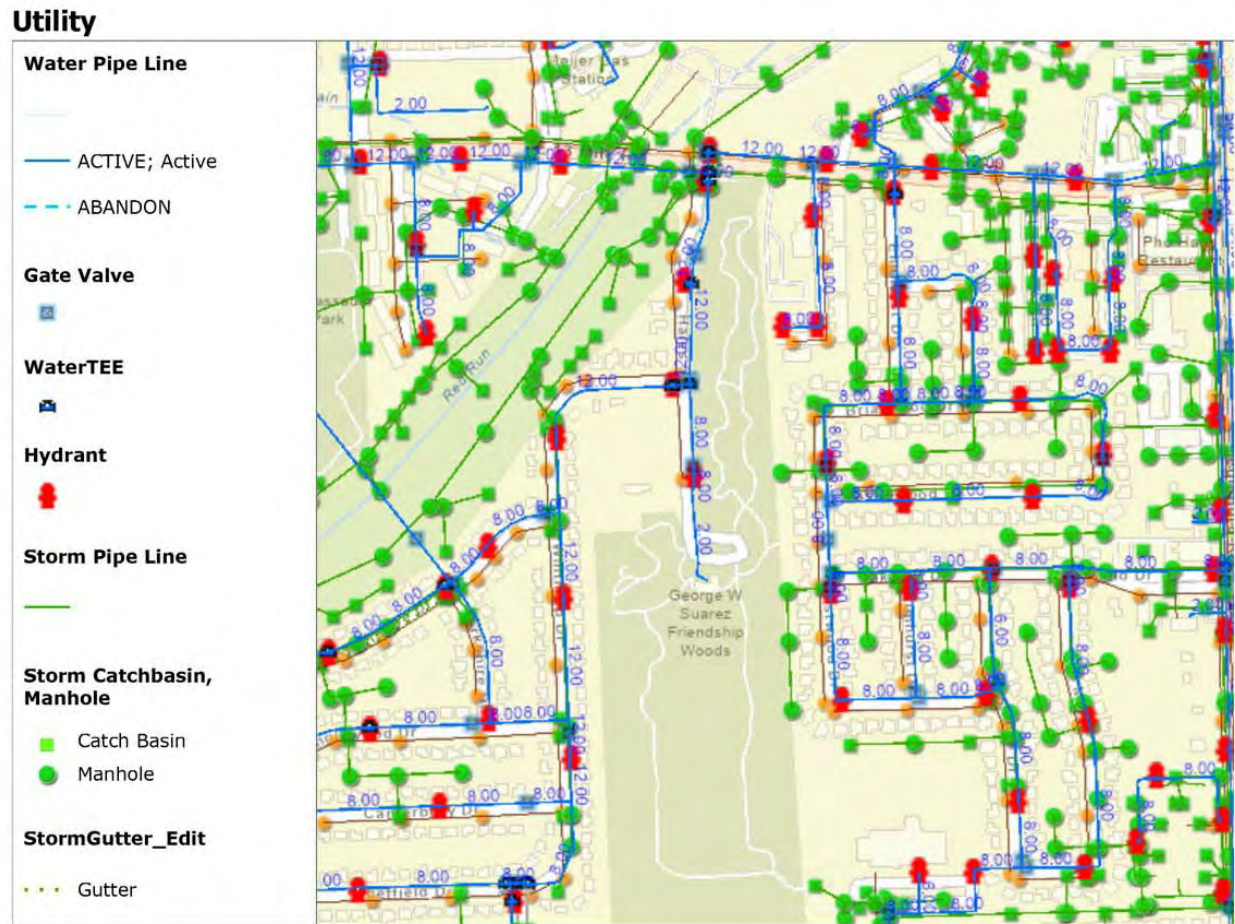
Trails and Boardwalks	Photo	Trail Map
<p>Nature Preserve</p> <p>A – Forest Trail</p> <p>0.6-mile asphalt trail for pedestrian and bicycle use</p> <p>Difficulty rating = Easier</p>		
<p>Nature Preserve</p> <p>B – Sensory Trail</p> <p>0.2-mile asphalt trail for pedestrian and bicycle use</p> <p>Difficulty rating = Easier</p> <p>Location of the Storybook Trail.</p>		
<p>Nature Preserve</p> <p>C – Habitat Trail</p> <p>0.6-mile asphalt trail for pedestrian and bicycle use</p> <p>Difficulty rating = Easier</p>		
<p>Nature Preserve</p> <p>Trail Connectors</p> <p>Four connector trails are identified:</p> <ol style="list-style-type: none">1. Sidewalk along Hales Street to 13-Mile Road that connects with the Red Oaks Connector Trail on the north side of 13-Mile Road2. Hales Street sidewalk with Habitat Trail3. Southeast Forest Trail with Simonds Elementary4. Southeast Habitat Trail with Westwood Drive		

Utilities and Infrastructure

Figure M: Ambassador Park utility map⁵



⁵ Source: Madison Heights

Figure N: Friendship Woods utility map⁶

Utilities and Infrastructure	Aerial Photo (2020)	Photo
Ambassador Park Drinking Fountain Drinking fountain located within rounded termination point of southwest footpath.		

⁶ Source: Madison Heights

Strategic Plan

The strategic plan for Red Oaks/Ambassador Park and Red Oaks Nature Preserve is designed to guide the park into the future and identify what actions are needed to make progress and how we will know the efforts were successful. It will help us to set priorities, focus energy and resources, and ensure we are working toward common goals. It also will help us to evaluate results and adjust our direction in response to a changing environment.

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.

Red Oaks Park and Nature Preserve is fully integrated into the communities of Madison Heights and its neighbors as a safe, accessible, and inviting place for individuals and groups to visit throughout the week and year-round. Visitors of all ages and abilities will come for a variety of reasons, including play, physical fitness, quiet reflection, nature immersion or group gatherings, and all will have a space to meet those needs harmoniously. The park inspires a spirit of exploration, fascination, and stewardship. Red Oaks Park and Nature Preserve is resilient and helps create a more sustainable future for the people of Madison Heights and the natural 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 Ambassador Park and its value to the residents of the City of Madison Heights and integrate the park seamlessly into the full Red Oaks County Park complex.
2. 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.
3. Expand and enhance the area around the existing Nature Center to increase capacity and connect more residents with opportunities for nature education.
4. Celebrate the ecological and cultural history of the Red Oaks Nature Preserve, i.e., the George W. Suarez Friendship Woods, stewarding the 38-acre nature preserve property to improve regional biodiversity and resilience to climate change.
5. Establish a destination, universally accessible, intergenerational gathering space at Ambassador Park.

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.

6. Collaborate with City officials, staff, organizations, volunteers, and residents who have invested in and cared for the park over the years.
7. Execute a transition to Oakland County Parks operation that is transparent, maintains open lines of communication, and acknowledges the park is owned by the City of Madison Heights.
8. 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 City of Madison Heights.
9. 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.
10. Employ strategies involving design, programming, maintenance, and resident involvement to create a safe park environment.

City of Madison Heights Parks and Recreation Master Plan

The City of Madison Heights Parks and Recreation Master Plan: 2021-2025 (Madison Heights 12/14/2020) identified potential park upgrades for Ambassador Park and the Nature Center, including:

- **Park System Overall**
 - Equipment and activities for an aging population
 - Remove barriers to accessibility
- **Ambassador Park**
 - Tennis court rehabilitation
 - Add small pavilion
 - Add restrooms
- **Nature Center**
 - Tree cutting program⁸
 - Parking lot resurfacing (possibly remove island)
 - Possible land purchase

Timeline

Improvements and development at Red Oaks Nature Preserve and Park will be guided by community engagement, site conditions and context, as well as available funding. The timeline for community engagement, design, and construction is in two overlapping phases. In the following Objectives section, we have indicated if any objective is expected to occur during a specific phase. If no phase is indicated, these activities will be ongoing as part of OCPR management of the park.

Key Dates and Milestones

- **August 7, 2023** – Executed date for Interlocal Partnership Agreement and beginning of Transition Period.
- **September 30, 2023**, or the date City Council approves the Park Action Plan, whichever occurs last – End of Transition Period and beginning of operation of park as Red Oaks County Park.

⁸ Direct quote from Master Plan; interpreted in this document as “Forestry management”

- **March 31, 2024** – per Interlocal Partnership Agreement, the deadline for OCPR to submit Park Action Plan to Madison Heights City Council.
- **June 30, 2024** – per Interlocal Partnership Agreement, the deadline for Madison Heights City Council to approve the Park Action Plan.
- **December 31, 2024** – per American Rescue Plan Act (ARPA) guidelines, the deadline for all ARPA-funded contracts to be executed.
- **December 31, 2026** – per ARPA guidelines, the deadline for all ARPA-funded projects to be completed.

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 are also identified as Capital Improvement Plan (CIP) projects are also indicated to the right of the individual objective.

I Park Management and Operation

- | | |
|---|--|
| A | Park Rules are updated annually and approved by the Parks Commission. Rules are posted online at https://www.oakgov.com/community/oakland-county-parks/parks-trails/rules-and-regulations |
| B | Opening and Closing: Park is open from dawn to dusk or other specific times as indicated in the approved Park Rules. |
| C | Entrance Fees: No requirement for daily or annual vehicle permit. |

II Park Programs and Activities

- | | |
|---|---|
| A | Enjoyment of the park by individuals and families for physical activity, socializing, and relaxing. |
| B | Nature Education programming |
| C | Wellness programming – includes yoga, forest bathing, and other programs |
| D | Winter activities |
| E | Nature Preserve Storybook Trail |
| F | Birding Destination: Develop Nature Center as a regional birding destination, while balancing the needs of birders with the needs of people and families who visit the park for other reasons. Increase our understanding of the birding community, how/where they use the Nature Center, the potential to increase overall park visits through the birding community, and plan restoration specifically for birding. |
| G | Active Adults and Adaptive Recreation: Continue partnerships with Madison Heights Active Adult Center; highlight trail accessibility for active adult programming. |
| H | Madison Heights programs and events – indicate required advance notice. City is responsible for all costs associated with its events at the park. |
| I | Private events and gatherings <ul style="list-style-type: none"> ▪ Currently do not offer reservations at the Nature Center to maintain capacity for nature programs and events. ▪ At Ambassador Park, evaluate feasibility of reserving park areas and/or pavilion per OCP park rules and processes. |

III Natural Resources Management

- A Natural Areas Stewardship: Protect, restore, and enhance unique natural communities and promote biodiversity across the landscape.
 - 1 MNFI based Natural Community assessments and FQAs to document existing conditions
 - 2 Surveys for priority invasive species and rare or unique native plants
Treatment and removal of priority invasive species
 - Shrub removals
 - 3 Restoration of priority natural communities and habitats through native seeding and winter shrub removals.
 - 4 Installation of no-mow zones, turf conversion, and landscape conversions to native plants
 - Around built infrastructure.
 - Evaluate proximity to surrounding homes and address homeowner concerns
 - B Freshwater Stewardship: Protect, restore, and enhance wetland habitat and associated aquatic organisms.
 - 1 Restoration of wet-mesic flatwoods
 - 2 Stormwater infrastructure assessment and monitoring
 - C Forestry: 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 Remove hazardous trees and limbs, especially within trail corridors and adjacent to private property.
 - 4 Tree maintenance and removals, tree planting and re-forestation
 - D Wildlife: 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
 - White-Tailed Deer
 - Non-native and nuisance waterfowl control
 - 3 Targeted bird population studies
 - Restoration of priority habitat for wildlife to increase habitat connectivity.
-

IV Facilities and Assets

- A Accessibility and Universal Access
Perform accessibility audit of facilities, trails, and features to ensure compliance with the 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.
-

	<ul style="list-style-type: none"> ▪ Replace Nature Center doors with accessible doors with openers. ▪ Other updates per accessibility audit. 	
B	<p>Boundaries</p> <p>Inventory and assess all park fences and determine appropriate materials for delineation and appropriate level of vegetation management. Evaluate entire park boundary and determine appropriate methods to secure park boundary, per OCP Boundary Standards</p>	
1	<p>Ambassador: Fences and Gates Evaluation/Improvement</p> <p>Evaluate existing chain link fence for condition and vegetation management; determine if other forms of boundary delineation would be appropriate; manage openings for neighborhood connections.</p>	CIP
2	<p>Nature Preserve: Fences and Gates Evaluation/Improvement</p> <ul style="list-style-type: none"> ▪ Evaluate location of fences referencing the boundary survey and determine which fences are on park property. ▪ Determine correct level of vegetation management on fences on park property. ▪ Collaborate with Madison Heights to develop a neighborhood communication program to manage expectations for vegetation management, to prevent yard waste and other dumping. Include information about feeding animals, including dumping food items such as pumpkins. Any furniture, recreation or other item installed on Nature Preserve property may be removed by OCP at any time and will not be returned. ▪ Prohibit the development of any new informal private entrances per OCP Boundary Standards. Recommendation with Madison Heights is to close existing informal boundaries where neighbors are unwilling to comply with expectations as communicated. 	CIP
C	<p>Buildings</p> <p>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.</p>	
1	<p>Nature Preserve: Nature Center Building Work Space Update</p> <p>Renovate current offices and garage to create staff room and kitchen area, a work space with counter and cabinets for animal care, storage space, and indoor parking for utility cart. Includes repairs to or replacement of concrete floor and eliminating floor drain and storm sewer connection. Anticipate projected future staff needs in design.</p>	CIP 178
2	<p>Nature Preserve: Nature Center Building Site and Landscape Improvements</p> <p>Evaluate and improve landscape and amenities surrounding the Nature Center; including wood decking, concrete walk, garage asphalt approach and landscaping around building.</p>	CIP 1315
3	<p>Nature Preserve: Nature Center Building HVAC Evaluation / Replacement</p>	CIP

	Inspect HVAC systems annually for condition and replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible.	
4	Nature Preserve: Nature Center Building Roof Evaluation / Replacement Inspect roof systems annually for condition and replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible.	CIP
5	Nature Preserve: Nature Center Building Siding Evaluation / Staining and Sealing / Replacement Inspect siding and exterior finishes annually for condition and replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible. Note current issues with extensive woodpecker damage.	CIP
6	Nature Preserve: Nature Center Building Exhibit Updates	CIP
7	Nature Preserve: Nature Education Teaching Pavilion Construct a universally accessibly pavilion with restrooms, storage for programs and events, and closable sides to enable use during inclement weather. Include ADA-compliant access routes. Consider including a fireplace. Locate at current tent location.	CIP
8	Nature Preserve: Restroom Building Consider installation of restroom building, potentially in association with proposed Teaching Pavilion. Incorporate green technology, e.g., gray water recycling, solar power. Connect to utilities if available or use flushable vault model. Use principles of universal design and ensure convenient and ADA-compliant access routes from parking lots and other features.	CIP
9	Ambassador: Restroom Building Install a restroom building. Incorporate green technology, e.g., gray water recycling, solar power. Connect to utilities if available or use flushable vault model. Use principles of universal design and ensure convenient and ADA-compliant access routes from parking lots and other features.	CIP
10	Ambassador: Activity Space Evaluation / Potential Construction Based on public engagement, consider the placement of an activity space where the tennis courts are now located that is set apart by shade structures, pergolas or other creative construction that draws people together for games, play, conversation, and other activities. Ensure universal access with access routes and ADA-compliant amenities.	CIP
11	Ambassador: Gathering Pavilion / Potential Construction Based on public engagement, consider construction of a gathering pavilion that would provide a venue for community events. Consider proximity to neighborhoods and to similar facilities (e.g., at Civic Center Park) to evaluate appropriateness of location and to avoid duplication of services. Provide electricity, lighting, and other amenities. Ensure universal access with access routes and ADA-compliant amenities.	CIP
D	Courts and Fields	
1	Ambassador: Tennis Courts Removal of the tennis courts to provide updated facilities is anticipated.	
2	Ambassador: Soccer Field	

Soccer use of the park has been relocated to Civic Center Park. Incorporation of this field into the overall park design is anticipated.		
E	Hardscapes	
1	Ambassador: Road and Parking Lot Evaluation / Improvements Evaluate the condition of the drive and parking lot and plan for improvements as needed. Repair as needed and maintain striping. Evaluate the layout and capacity relative to new infrastructure and increased use of the park.	CIP
2	Nature Preserve: Road and Parking Lot Improvements Update design to improve parking lot and entrance drive to improve pedestrian circulation for operations and programming. Include additional and overflow parking, safer pedestrian routes, wider drive widths and turning radii, storm water infrastructure/swales and improved lighting. Revisit 2015 design documents.	CIP 179
F	Irrigation Systems	
1	Ambassador: Field Irrigation The open field is irrigated. The system will no longer be used for formal athletic turf and damage will likely take place during park updates. Consider abandonment or removal of this infrastructure.	
G	Open Space	
1	Ambassador: Sledding Hill See Playgrounds section below for proposed enhancements to the sledding hill	
2	Ambassador: Memorial trees and benches – see I-1: Signs.	
H	Playgrounds	
1	Ambassador: Playground and Swing Bays Enhancement/Replacements Based on condition and public engagement, enhance the existing playground, making replacements as needed, to update the play experience and create a universally accessible experience. Consider full replacement if needed.	CIP
2	Ambassador: Intergenerational Play Pockets and Playful Pathways Design/Installation Based on public engagement, incorporate smaller play elements and sensory features throughout the park. Incorporate into a larger intergenerational design process that incorporates universal design and considers community need and site context. Consider incorporating small water play elements.	CIP
3	Ambassador: Sledding Hill Ramp and Slide Enhancement Consider enhancing existing sledding hill with an accessible ramp leading to the sledding slope and to a slide. Incorporate other play and sensory experiences.	CIP
4	Nature Center: Nature Play Pockets Design/Installation Based on public engagement, incorporate smaller nature-focused play elements and sensory features throughout the park and associated with trails. Incorporate into a larger intergenerational design process that incorporates universal design and considers community need and site context.	CIP
I	Signs	
1	Ambassador <ul style="list-style-type: none"> ▪ OCP monument sign ▪ Evaluate existing signage; update per OCP standards. ▪ Memorial plaques: 	

	<ul style="list-style-type: none"> ○ We will seek to ensure the individuals are honored within the park should these features need to be removed or replaced. ○ Where trees/benches are removed, memorials could be added to plaque at Civic Center or create new memorial at Ambassador. ○ Next step is inventory with photos of all the plaques. ○ Future requests for memorials will be managed through OCP's Commemorative Bench Program. 	
	<p>2 Nature Preserve</p> <ul style="list-style-type: none"> ▪ Trail wayfinding signage was replaced in 2019 ▪ Evaluate aging signs throughout property and remove damaged/deteriorated signs ▪ Maintain DNR grant signs ▪ Interpretive signage ▪ Storybook Trail – maintain signs and posts and update seasonally with new content 	
	<p>3 Road signs:</p> <ul style="list-style-type: none"> ▪ Brown vehicle wayfinding signs on streets are managed by Madison Heights – work with Madison Heights to update as needed. 	
J	<p>Stormwater Infrastructure</p> <ul style="list-style-type: none"> ▪ Ambassador – none; evaluate with hardscapes (i.e., roads and parking lots). ▪ Nature Preserve – evaluate hardscapes (i.e., roads and parking lots). 	
K	<p>Sustainability Improvements</p> <p>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.</p>	
	<p>1 Ambassador and Nature Preserve: Environmental Sustainability Improvements</p> <p>Evaluate the feasibility for installing environmental sustainability improvements at Ambassador and the Nature Preserve and install infrastructure as feasible and appropriate.</p>	CIP
	<p>2 Strategize how to provide shelter and/or relief from extreme heat and weather events</p>	
L	<p>Trails and Boardwalks</p>	
	<p>1 Specifications: Evaluate trail for best fit with the specifications in the OCPR Trail Standards and make improvements to bring up to selected standard.</p>	
	<p>2 Ambassador</p> <ul style="list-style-type: none"> ▪ Evaluate existing pathways as part of design process. ▪ Incorporate looping pathways with access to intergenerational play elements into overall park design. 	
	<p>3 Nature Preserve</p> <ul style="list-style-type: none"> ▪ Maintain asphalt trails ▪ Manage trailside mowing and vegetation. ▪ Remove deteriorating wood viewing platform and incorporate site into trail 	
M	<p>Utilities and Infrastructure:</p>	

	1	Telephone service (landline): Line is maintained by Madison Heights. Maintain status quo.
	2	Internet service: The service is provided via Madison Heights fiber optic cable connecting with the city government and will continue to be provided at no fee to OCP.
VI	Connectivity	
	A	Neighborhood Connectivity
	1	Ambassador: Apartment complex on east side – fence section has been removed for informal entrance; establish formal connection, work with property manager.
	2	Ambassador: Existing connector on west side to neighborhood sidewalk – maintain.
	3	Ambassador: Potential connectivity with John R Road at Golf Course parking lot via new access routes along edge of Golf Course and neighborhood sidewalks, increasing walkable mileage at Red Oaks; also discussed is potential pathways if Red Oaks Golf Course were to convert to a park at some point in the future.
	4	Ambassador and Nature Preserve: Connection via 13-Mile Road sidewalk and Hales Street sidewalk.
	5	Nature Preserve: Existing connector to Simonds Elementary on east side – maintain opening; on trail map.
	6	Nature Preserve: Existing connector to Westwood Drive on east side – maintain opening; on trail map.
	7	Nature Preserve: Hales Street connector on west side – maintain.
	8	Nature Preserve: Informal connections with residences – see Boundaries section above.
	B	Public Transit Evaluate access via SMART bus and other public transport
VII	Property Management	
	A	Property Agreements and Restrictions Coordinate all design and new uses with existing property restrictions
	1	Interlocal Partnership Agreement
	2	DNR Grant Agreements
	3	Due Care Plan
	4	Eastern Massasauga Rattlesnake Implementation Plan
	B	Property Acquisition
	1	Communicate with adjacent property owners as appropriate regarding potential acquisition for opportunities to expand park boundaries and provide further recreational connections

Letter of Intent

City of Madison Heights - County of Oakland

LETTER OF INTENT ("Letter")

By and Between:

The City of Madison Heights ("City") and the County of Oakland ("County"), a Municipal and Constitutional Corporation, by and through its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC").

The City and the County desire to negotiate a mutually acceptable lease for the operation, planning, and maintenance of approximately 7 acres of real property which presently includes the jogging/walking trail, play structure, tennis courts and soccer practice field commonly known as Ambassador Park, which is specifically described and depicted in the diagram attached and incorporated into this Letter as Exhibit A (hereinafter "Park").

Now, Therefore, the City and the County acknowledge the following mutual understandings:

1. The City and the County will work together in good faith to negotiate a lease that will govern the operation, planning, and maintenance of the Park. The Lease must address the following:
 - a. The term of the Lease, desired to be 25 to 30 years;
 - b. The application for and/or receipt of grants, donations, and other monetary contributions by the Parties for the Park;
 - c. The creation and implementation of a Park Capital Improvement Plan and a Park Operation and Maintenance Plan;
 - d. The Park Capital Improvement Plan will include, but not be limited to, examination of the following: (1) conversion of the existing tennis courts (located at the Park) into pickle ball courts; (2) construction of accessible restroom facilities for the Park; and (3) conversion of the existing athletic fields and bleachers at the Park to an alternative use agreed upon by the Parties;
 - e. The Park Operation and Maintenance Plan will address City use of the Park for special events;
 - f. A provision that the "Ambassador Park" expansion of Red Oaks County Park shall be recognized as a partnership between the City and County with appropriate signage within the Park through the duration of the Lease;

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- g. A provision that the City shall retain legal title to the Park; and
 - h. A provision that the Park will be included in the OCPRC system and subject to OCPRC Rules and Regulations.
2. OCPRC will request an allocation of American Rescue Plan of 2021 ("ARPA") funds from the Oakland County Board of Commissioners and an appropriation of Oakland County Parks and Recreation funds to make improvements at Red Oaks County Park and the projects associated with the Lease, including the Park Capital Improvement Plan authorized by the Lease, provided that this Letter does not guarantee an allocation of ARPA funds or Oakland County Park and Recreation funds by the Oakland County Board of Commissioners.
 3. The Parties acknowledge and agree that the ARPA funds will be administered by the County. The City will make all reasonable efforts to support the County's administration of the funds. The County will administer and allocate the funds at its own expense and will not impose any fee for its administration of the funds upon the City.
 4. This Letter authorizes the Parties to attempt to negotiate a lease meeting the objectives set forth herein and to request ARPA funds.
 5. This Letter does not constitute or guarantee that the Parties will negotiate a lease, agreement, or contract for the operation, planning, and maintenance of the Park.
 6. The Parties have taken all actions and secured the approvals necessary to authorize and complete this Letter. The individuals signing this Letter on behalf of each party have legal authority to sign and bind the Parties to the terms and conditions contained herein.

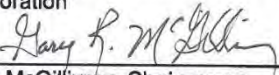
In Witness Whereof, the City and the County have executed this Letter as of the date, last in time, shown below.

CITY OF MADISON HEIGHTS
A Michigan municipal corporation

By: 
Roslyn Grafstein, Mayor
City of Madison Heights, MI

Date: 8/8/22

OAKLAND COUNTY
A Michigan municipal and Constitutional Corporation

By: 
Gary McGillivray, Chairperson
Oakland County Parks and Recreation Commission

Date: 9/7/22

Exhibit A: Ambassador Park

City of Madison Heights, Michigan

Parcel ID: 25-12-128-031

Acres: 7.07



2020 Imagery / Created 7/29/2022

Interlocal Partnership Agreement

INTERLOCAL PARTNERSHIP AGREEMENT FOR PARK OPERATION BETWEEN THE COUNTY OF OAKLAND AND THE CITY OF MADISON HEIGHTS

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 Madison Heights, 300 West Thirteen Mile, Madison Heights, Michigan 48071 ("City"). County and the City may also be referred to jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. On February 3, 2022, the City and the County entered into a lease for OCPRC to operate, manage, plan, and maintain certain real property and a building as a public park, natural preservation area, and nature center located at 30300 Hales Street, Madison Heights, Michigan 48071, known as the George W. Suarez Friendship Woods at Red Oaks County Park.
- B. On September 7, 2022, the City and the County executed a letter of intent expressing a desire to negotiate a mutually acceptable agreement for OCPRC to operate, manage, plan, and maintain approximately 7 acres of real property located at 600 E. Thirteen Mile Road, Madison Heights, Michigan, 48071, known as Ambassador Park.
- C. To fund park improvements in areas most disproportionately impacted by the COVID 19 pandemic, OCPRC created the Healthy Communities Park and Outdoor Recreation Investment Plan ("Plan"), which utilizes the Coronavirus Local Fiscal Recovery Fund and OCPRC monies. These funds were leveraged by commitments from local governments with long term operational agreements to facilitate the expansion of the OCPRC Park System to incorporate additional parks, including parks in the City.
- D. In October 2022, the Oakland County Board of Commissioners appropriated Fifteen Million (\$15,000,000) dollars of Coronavirus Local Fiscal Recovery Fund monies, in Miscellaneous Resolution #22-338, to fund and support the Plan.
- E. The Parties now desire to terminate the February 3, 2022 lease relating to the George W. Suarez Friendship Woods lease and enter into this Agreement to effectuate the Plan, streamline the use of Coronavirus Local Fiscal Recovery Fund and OCPRC monies, delineate duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of George W. Suarez Friendship Woods and Ambassador Park.
- F. The Parties also desire to terminate the Grounds Maintenance Agreement for the Red Oaks Youth Soccer Complex dated January 24, 2011.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** 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. **Capital Improvement Project** means a project that: (1) costs Thirty Thousand (\$30,000) dollars or more and (2) extends the life cycle of an existing facility or asset; replaces,

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- renovates, or remodels an existing facility or asset; or adds a new facility or asset.
- 1.3. **City** means the City of Madison Heights, 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. **City Employee** 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. **County** 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. **County Employee** 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. **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 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 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 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. **Transition Period** means a period of time commencing on the Effective Date and ending on September 30, 2023, or the date the City Council approves the Park Action Plan (as described in Section 4.7), whichever occurs last.
2. **AGREEMENT TERM/PROPERTY DESCRIPTION & TERMINATION.**

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- 2.1. **Agreement Term.**
- 2.1.1. **Initial Term.** This Agreement shall commence on the Effective Date and end twenty (20) years from the Effective Date ("Initial Term").
- 2.1.2. **Renewal 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 Agreement not renew, then the Agreement shall end on the last day of the Initial Term.
- 2.1.3. **Non-Renewal of Agreement.** The non-renewal of this Agreement pursuant to this Section shall not be deemed a termination of this Agreement under Section 2.7.
- 2.1.4. **Continuation of Terms and Conditions.** The terms and conditions contained in this Agreement shall not change during the Initial Term or Renewal Term, unless mutually agreed to by the parties in writing.
- 2.1.5. **Approval of Agreement.** The approval and terms of this Agreement and any amendments thereto 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 City grants the County use of the Premises for the purposes and according to the terms and conditions set forth herein.
- 2.4. **Use of Premises.** 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. OCPRC 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. **Fee for Use of Premises.** 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 & Park Facilities.** During this Agreement, the park premises shall be designated as Red Oaks County Park. OCPRC may, with consent of the City's Representative, designate a name for major park amenities and facilities within 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 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.

- 2.7.1.1. **Termination by the City in Absence of Default/Breach.** If the City terminates this Agreement, in the 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. **Termination by OCPRC.** OCPRC may terminate this, 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 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 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, on the date of the termination notice.
- 2.7.3. **Disposition of Personal Property Upon Expiration/Termination of Agreement.** Upon expiration or termination of this Agreement, for any reason, each Party shall retain ownership of personal property purchased by them, unless the Parties agree in writing otherwise. "Personal property" does not include buildings, fixtures, or Capital Improvements as described in Section 4.4.
- 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 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 with non-Coronavirus Local Fiscal Recovery Fund monies, on 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. **Transition Period.** 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 maintain the Park and to pay for all costs associated therewith, except that OCPRC shall be responsible to operate and maintain the George W. Suarez Friendship Woods at Red Oaks County Park in the same manner as provided in the February 3, 2022 lease until the end of the Transition Period.

3.3.2. **County Right to Access 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. **Premises Inspections.** 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, playground equipment, trails and pathways, boat launch, and dock. 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.** After the conclusion of 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), Phase II ESA, and any additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.

3.4.2. **Copies of Environmental Assessments.** Upon request by the City, OCPRC will provide the City with a copy of the Phase I ESA, Phase II ESA, and any other environmental assessments. OCPRC shall take possession of the Premises subject to

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the Phase I ESA, the Phase II ESA, and any other environmental assessments performed pursuant to this Section.

- 3.5. **Termination Related to Environmental Assessments.** 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, the Phase II ESA or other environmental assessment performed pursuant to this Section.

4. **PARK GOVERNANCE & OPERATIONS.**

- 4.1. **Agreement Administration.** 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. **Disputes.** 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 OCPRC Representative for possible resolution. If the City Representative and the OCPRC Representative cannot resolve the dispute, then the Parties shall submit the dispute to the County attorney and City attorney for resolution. If the attorneys cannot resolve the dispute, then the Parties shall submit the dispute to mediation or arbitration.
- 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 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.
- 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 and shall be owned by the City. OCPRC shall provide an annual report on the Capital Improvement Projects completed in the Park to the City's Representative.
- 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. **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. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Premises unless mutually agreed to by the parties in writing.

- 4.7. **Park Action Plan.** By March 31, 2024, OCPRC shall create a Park Action Plan. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures, but shall include provisions related to the City of Madison Heights Parks and Recreation Master Plan. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. Notwithstanding any other provision, if the City Council does not approve the Park Action Plan by June 30, 2024, the County may terminate this Agreement. Such termination shall not be deemed a breach or default of the City. Modifications to the Park Action Plan shall be codified according to the procedure set forth in this Section.
- 4.8. **Park Capital Improvement Plan.** When OCPRC deems necessary, 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 City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the CIP. 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. 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. Modifications to the CIP shall be codified according to the procedure set forth in this Section.
- 4.9. **Park Access/Parking.** OCPRC 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.
- 4.10. **Endangered Species.** OCPRC acknowledges that the Premises or portions thereof may be subject to restrictions or closures, if endangered species are present.
- 4.11. **Park Rules.** During this Agreement, the Park and Premises shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise provided by this Agreement.
- 4.12. **Signs.** 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.
- 4.13. **Volunteers.** OCPRC will use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.14. **Sponsorship of Events/Programs at Park by Third Parties.** Without approval from the

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City, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to OCPRC's policies and procedures.

- 4.15. **Use of Park by Third Parties.** Notwithstanding any other provision in this Agreement, OCPRC may license use of the Park to third parties for events or programs, without approval from and notification to the City. OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC's policies and procedures. OCPRC shall notify the City in writing of events and programs of significant size. 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. The written agreement for use of the Park by third parties shall also include the City as an indemnified party and additional insured as well, if insurance is required.
- 4.16. **Use of Park by the City.** The City may use the Park for City-sponsored 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 City shall reserve use of the Park for its events or programs, through OCPRC. The City shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs.
5. **PARK FINANCES.**
 - 5.1. **Initial OCPRC Investment.** The County shall make an initial investment of, not less than One Million Five Hundred Thousand (\$1,500,000) dollars, for Park operations, management, planning, maintenance, and improvements ("Initial Park Investment").
 - 5.2. **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 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.
 - 5.3. **Park Revenue.** Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC's. 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.
 - 5.4. **Annual Accounting and Audits.** OCPRC shall provide the City with an annual accounting of Park Revenue consistent with OCPRC's policies and procedures. The City has the right to annually review and audit OCPRC's records related to Park Revenue.
 - 5.5. **Park Grants.**
 - 5.5.1. **Existing Grants.** The City has received three Michigan Department of Natural Resources grants relating to property acquisition and development: December 15, 1982 State Recreation Land Acquisition Trust Fund MLTF#492 – Simonds Woods Nature Area Trust Fund Project Agreement; June 1, 1994 Protecting Michigan's Future Recreation Bond Program BF93-090 – Suarez Woods Nature Center Development Project Agreement; and July 7, 1999 Michigan Natural Resources Trust Fund TF97-032 – Suarez Woods Parks Expansion. As a condition of this Agreement, the City affirms its grant obligations and the County agrees to the terms, promises, conditions, and assurances set forth in the terms and conditions of these three grant agreements.
 - 5.5.2. **Future 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 be responsible for applying for and managing grants related to the Park.

6. **ASSURANCES/LIABILITY/INSURANCE.**

- 6.1. **Title to Premises.** 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. **Liability for Claims.** 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. **Liability for Claims Prior to the Agreement Effective Date.** 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, except for Claims arising from OCPRC's use of the "Nature Center" portion of the Premises, as described in Exhibit A, since the October 1, 2012 and February 3, 2022 lease of the George W. Suarez Friendship Woods at Red Oaks County Park.
- 6.4. **Liability for Environmental Matters.** 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, Phase II ESA, or any other environmental assessments performed pursuant to this Section 3, except for remediation or clean-up arising from OCRPC's use of the "Nature Center" portion of the Premises, as described in Exhibit A, since the October 1, 2012 and February 3, 2022 lease of the George W. Suarez Friendship Woods at Red Oaks County Park.
- 6.5. **Legal Representation.** 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. **Limitation of Liability.** 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.

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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 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, OCPRC shall repair or replace the building or structure and the City shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure. OCPRC shall invoice the City for the costs of the repair or replacement and the City shall pay such invoice within thirty (30) calendar Days.

6.11. **Waste.** OCPRC shall not 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. 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 Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.

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 City may terminate this Agreement, as provided herein.

6.12.3. The Parties acknowledge that the Initial Park Investment are monies from the Coronavirus Local Fiscal Recovery Fund allocated to the County pursuant to the American Rescue Plan Act of 2021. The County has determined that the work to be performed with the Initial Park Investment are government services that fit into the loss revenue eligible use category under the Department of Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan of 2021. 31 CFR §35.6(d) (2023).

6.13. **Authorization.** 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

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such title or any easement over the Premises.

- 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 City shall be given by the City Representative.
- 7.3. **No Employee-Employer Relationship.** 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. **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. **Captions.** 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
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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 City Manager, City of Madison Heights 300 West 13 Mile Road, Madison Heights, MI 48071.
- 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. **Counterparts.** 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 represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement supersedes 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. The Parties agree and acknowledge that upon the date the Transition Period ends the February 3, 2022 lease for the George W. Suarez Friendship Woods at Red Oaks County Park shall terminate and that the January 24, 2011 Grounds Maintenance Agreement for the Red Oaks Youth Soccer Complex shall terminate. Upon termination of the Grounds Maintenance Agreement, OCPRC shall remove all OCPRC signage from the Youth Soccer Complex.

IN WITNESS WHEREOF, Roslyn Grafstein has been authorized by a resolution of the City, to execute this Agreement.

EXECUTED: Roslyn Grafstein DATE: 7/21/23

WITNESSED: [Signature] DATE: 7/21/23

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 Agreement.

EXECUTED: [Signature] DATE: Aug 7, 2023
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: [Signature] DATE: Aug 7, 2023

EXECUTED: [Signature] DATE: 6/23/23
Gary McGillivray, Chairperson
Oakland County Parks and Recreation Commission

WITNESSED: [Signature] DATE: 6/23/23

EXHIBIT A

The Land consists of the following described real property along with the building, improvements and trails located thereon:

Parcel: 25-12-254-048 (Nature Center)

Park of Northeast ¼ Section 12, T1N, R11E, City of Madison Heights, Oakland County, Michigan described as: Beginning at a point distant

N 88-24-09 W 714.12 FT, TH N 00-47-21 E 1487.22 FT, TH N 89-58-31 E 179.93 FT, TH N 00-50-22 W 59.99 FT, TH N 89-44-20 E 150.06 FT, TH N 00-41-51 E 460.05 FT, TH N 00-46-49 E 340.08 FT, TH S 89-52-38 W 158.10 FT, TH N 35-47-00 E 219.53 FT, TH S 37-12-32 E 41.64 FT, TH N 51-37-30 E 265.39 FT, TH N 31-23-30 E 194.14 FT, TH S 82-27-00 E 80.29 FT TO BEG,

ALSO W 10 FT OF FOL DESC PARCEL BEG AT PT DIST N 88-39-00 W 1001.53 FT FROM E 1/4 COR, TH N 88-39-00 W 668 FT, TH N 00-14-00 E 650.61 FT, TH S 88-39-00 E 670 FT, TH S 01-14-00 W 650.61 FT TO BEG,

ALSO BEG AT PT DIST N 82-27-00 W 1726.70 FT & S 00-38-00 W 1370.44 FT & W 710.65 FT & N 00-45-00 E 45.41 FT & E 180 FT & N 00-45-00 E 60 FT FROM NE SEC COR, TH N 00-45-00 E 20 FT, TH W 180 FT, TH N 00-45-00 E 40 FT, TH E 330 FT, TH S 00-45-00 W 60 FT, TH W 150 FT TO BEG 35.88 A 11-5-09 FR 037 & 046

Parcel: 25-12-203-023 (Nature Center)

Park of Northeast ¼ Section 12, T1N, R11E, City of Madison Heights, Oakland County, Michigan described as: Beginning at a point distant

T1N, R11E, SEC 12 KILLORAN HEIGHTS SUB PART OF LOT 166, ALSO 1/2 OF VAC ALLEY ADJ TO SAME,

ALSO PART OF NE 1/4 OF SEC ALL DESC AS BEG AT PT DIST S 82-27-00 E 309.12 FT & S 00-43-39 W 60.43 FT & S 82-27-00 E 488.83 FT FROM N 1/4 COR OF SEC, TH S 82-27-00 E 110.42 FT, TH S 31-28-00 W 128.50 FT, TH S 52-18-48 W 99.21 FT, TH ALG CURVE TO LEFT, RAD 190 FT, CHORD BEARS N 20-16-10 E 51.28 FT, DIST OF 51.44 FT, TH N 07-39-11 E 137.88 FT TO BEG 1-11-08 FR 002 & 004

Parcel: 25-12-254-047 (Nature Center)

Park of Northeast ¼ Section 12, T1N, R11E, City of Madison Heights, Oakland County, Michigan described as: Beginning at a point distant

T1N, R11E, SEC 12 PART OF NE 1/4 BEG AT PT DIST N 82-27-00 W 2440.03 FT & S 00-45-00 W 898.84 FT & N 89-54-44 E 147 FT FROM NE SEC COR, TH N 89-54-44 E 72 FT, TH S 00-45-00 W 100.33 FT, TH S 89-58-57 W 72 FT, TH N 00-45-00 E 100.24 FT TO BEG,

ALSO BEG AT PT DIST N 82-27-00 W 2440.03 FT & S 00-45-00 W 898.84 FT & N 89-54-44 E 219 FT FROM NE SEC COR, TH N 89-54-44 E 110.18 FT, TH S 01-05-56 W 100.47 FT, TH S 89-58-57 W 109.56 FT, TH N 00-45-00 E 100.33 FT TO BEG,

ALSO BEG AT PT DIST N 82-27-00 W 2440.03 FT & S 00-45-00 W 998.89 FT FROM NE SEC COR, TH E 330 FT, TH S 00-45-00 W 200 FT, TH W 330 FT, TH N 00-45-00 E 200 FT TO BEG 1.93 A 11-5-09 FR 035, 044 & 045

Boundary Surveys

Figure O: Ambassador Park Boundary Survey

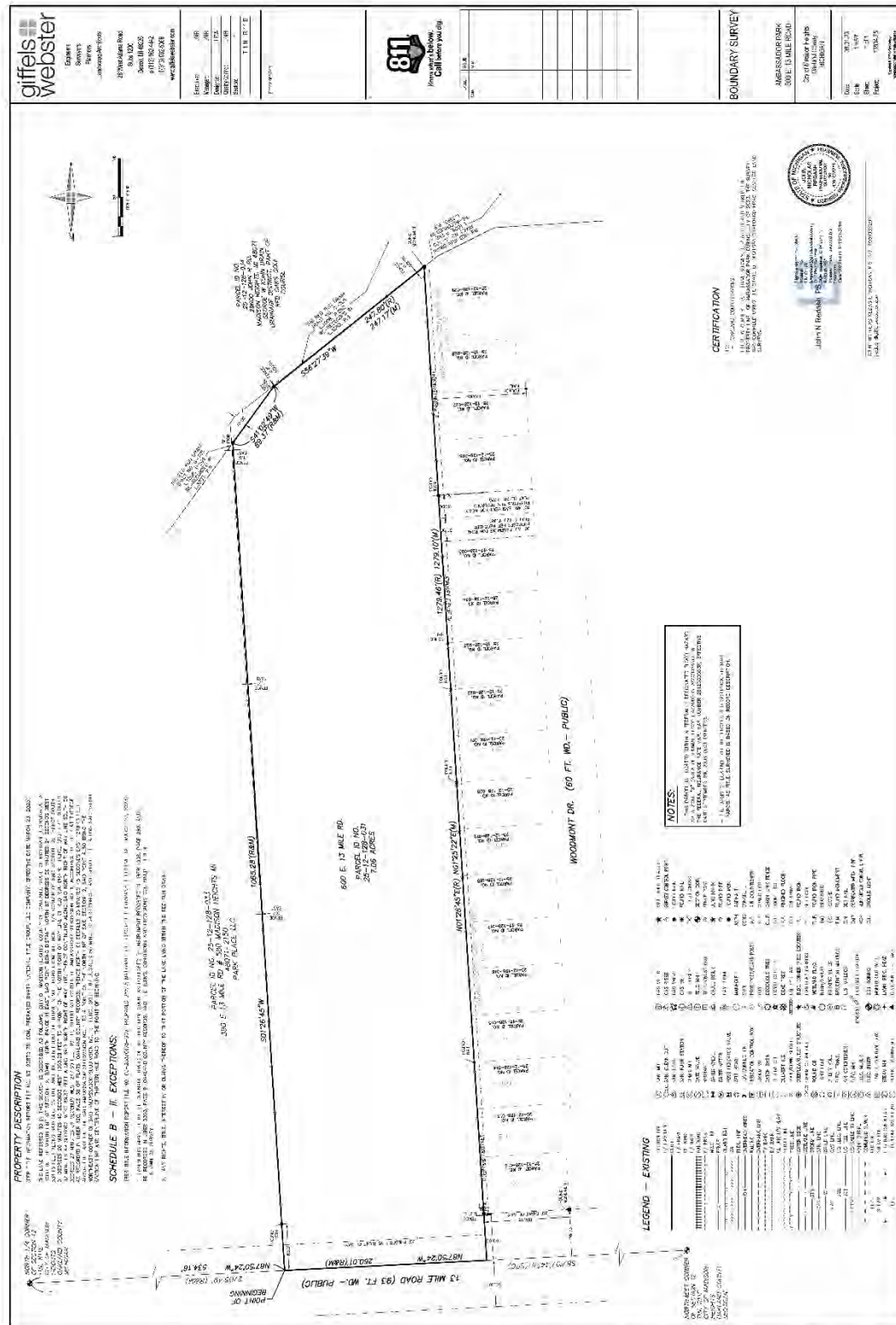
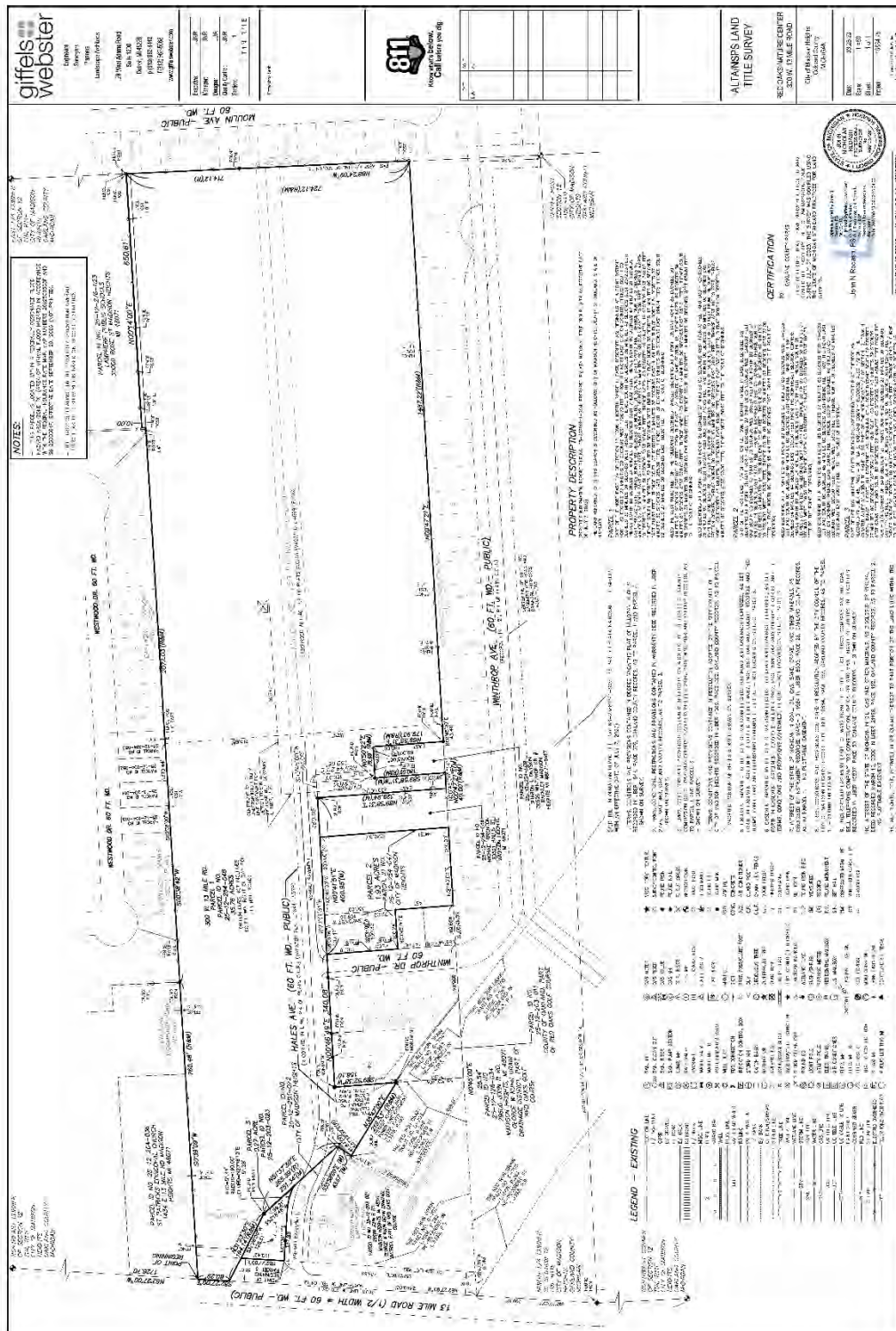


Figure P: Nature Preserve Boundary Survey



Nature Preserve Policy

	Commission Policy	Date Adopted: 06-07-23	Date Revised:	C: 23-001 Page 1 of 2
		Nature Preserve Policy		

I. PURPOSE

This policy exists to guide staff in the development, maintenance, and promotion of Nature Preserves. Nature Preserves exist to:

- A. Celebrate the ecological and cultural history of Oakland County Parks.
- B. Improve the experiences of park patrons and connections with nature in Oakland County.
- C. Improve regional biodiversity and resilience to climate change.

II. DEFINITIONS

- A. **NATURE PRESERVE:** Nature Preserves are delineated areas within existing Oakland County Parks or entire Parks that promote stewardship of the ecological biodiversity of a park, allow for scientific study of plants and animals, provide interpretative opportunities, and encourage quiet enjoyment of natural lands for Oakland County residents and future generations.
- B. **TRAIL STANDARDS:** The Trail Standards identify trail specifications for trail uses within the Oakland County Parks and Recreation (OCPR) system that are compliant with the Americans with Disabilities Act (ADA) as well as development, operation, and maintenance processes that minimize impacts on natural communities and resources, enhance the user experience, and advance local and regional connectivity.
- C. **LEAVE NO TRACE PRINCIPLES:** These seven principles were established by the Leave No Trace Center for Outdoor Ethics, and built on work by the US Forest Service, National Park Service, and Bureau of Land Management. The principles are based on and informed by scientific research in the fields of recreation ecology and human dimensions of natural resources. The seven principles are: Plan ahead and prepare; travel and camp on durable surfaces; dispose of waste properly; leave what you find; minimize campfire impacts; respect wildlife; and be considerate of other visitors. (www.LNT.org)

III. PROCEDURE

- A. **Characteristics and Experiences:**
 - 1. Nature Preserves are ecologically important and/or beautiful green spaces that highlight features such as lakes, flowing streams, woodland wildflowers, statuesque trees, open prairies, wetlands, and are filled with interesting wildlife.
 - 2. Nature Preserves highlight the cultural history and current cultural uses of parks to help educate and connect Oakland County residents.
 - 3. Park patrons will be able to explore and learn within Nature Preserves and leave feeling peaceful, refreshed, and rejuvenated.
- B. **Infrastructure:**
 - 1. Investments should be minimal and include benches, boardwalks, overlooks, docks, and restrooms.
 - 2. Materials used for infrastructure should be sourced as locally as possible from sustainable materials and have a neutral impact on surrounding natural communities.
 - 3. Infrastructure should be sparse and thoughtfully placed.
- C. **Trails:**

	Commission Policy	Date Adopted: 06-07-23	Date Revised:	C: 23-001 Page 2 of 2
		Nature Preserve Policy		

1. Trail development shall comply with the OCPR Trail Standards.
2. Trails should be constructed and maintained using low-impact methods and have a neutral impact on surrounding natural communities.
3. Trails should be limited, and surfaces should be prioritized for user experience, wildlife crossing and stormwater infiltration.
4. Existing equestrian trails can continue to be utilized in areas designated as Nature Preserves, but no new equestrian trails will be installed, and existing equestrian trails may be re-routed to avoid sensitive ecological features.

D. Recreation:

1. Passive recreation is encouraged within Nature Preserves and includes hiking, kayaking, access to water, hunting, fishing, wildlife viewing, nature or history/cultural interpretative events, or guided hikes.
2. Leave no trace principles will be posted and encouraged.

IV. Designation:

- A. Staff shall propose areas to be designated to the Oakland County Parks and Recreation Commission at regular meetings. A majority vote is required for designation.
- B. Once designated, on-site signage and relevant printed or electronic communications shall be updated to reflect changes.

Madison Heights City Council Approval

INSERT City Council Resolution/Minutes

References

- ASTI. 10/6/2023. *Baseline Environmental Assessment 600 East Thirteen Mile Road Madison Heights, Michigan*. Brighton MI: ASTI Environmental.
- ASTI. 10/18/2023. *Due Care Plan 600 East Thirteen Mile Road Madison Heights, Michigan*. Brighton MI: ASTI Environmental.
- ASTI. 8/2/2023. *Limited Phase II Environmental Site Assessment Ambassador Park*. Brighton MI: ASTI Environmental.
- ASTI. 5/24/2023. *Phase I Environmental Site Assessment Ambassador Park Project No. 12791*. Brighton MI: ASTI Environmental.
- ASTI. 9/27/2023. *Phase I Environmental Site Assessment Red Oaks Nature Center*. Brighton MI: ASTI Environmental.
- ETC Institute. 2022. *Oakland County Parks Needs Assessment Findings Report*. Waterford MI: Oakland County Parks and Recreation Commission.
- Madison Heights and Oakland County. 8/7/2023. *Interlocal Partnership Agreement*. Waterford MI: Oakland County Parks and Recreation Commission.
- Madison Heights and Oakland County. 9/12/2012. *Lease Agreement*. Waterford MI: Oakland County Parks and Recreation Commission.
- Madison Heights and Oakland County. 2/3/2022. *Lease Agreement*. Waterford MI: Oakland County Parks and Recreation Commission.
- Madison Heights and Oakland County. 9/7/2022. *Letter of Intent*. Waterford MI: Oakland County Parks and Recreation Commission.
- Madison Heights and Oakland County. 1/24/2011. *Youth Soccer Complex Grounds Maintenance Agreement*. Waterford MI : Oakland County Parks and Recreation Commission.
- Madison Heights. 12/14/2020. *City of Madison Heights Recreation Master Plan: 2021-2025*. Madison Heights MI: City of Madison Heights.
- OCP. 1/26/2023. *Oakland County Parks 5-Year Parks and Recreation Master Plan 2023-2027*. Waterford MI: Oakland County Parks and Recreation Commission.
- OCP. 6/7/2023. *OCPRC Agenda Packet - #1 Nature Preserve Policy*. Waterford MI: Oakland County Parks and Recreation Commission. Accessed 10 8, 2023.
<https://www.oakgov.com/home/showpublisheddocument/17674/638218232629470000>.

Appendix A: Public Engagement Report
