Michigan Department of Natural Resources

OPERATING AGREEMENT #PRD-001-999

BELLE ISLE GRAND PRIX EVENT

BETWEEN

THE STATE OF MICHIGAN, AS PERMITTER

AND

DETROIT BELLE ISLE GRAND PRIX, INC., AS PERMITTEE

This Operating Agreement, hereinafter called "Agreement", is entered by the State of Michigan through its **Department of Natural Resources** (DNR), hereinafter called "DNR" and/or "Permitter," and **Detroit Belle Isle Grand Prix, Inc.**, hereinafter called "Permittee," whose address is 300 Renaissance Center, Suite 2311, Detroit MI 48243

WHEREAS, pursuant to Section 503(1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503(1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforesting of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

WHEREAS, on September 30, 2013, the City of Detroit and the State of Michigan executed a 30-year lease whereby the DNR would continue to enhance the management, operation and maintenance of Belle Isle Park, subject to the rules and regulations of the DNR, for the benefit of the City and the general public and grants exclusive authority to the DNR to permit events, activities and uses on Belle Isle.

WHEREAS, the Purpose of this Agreement is to allow Permittee the non-exclusive use of State Lands to develop, promote, and conduct motorsports, racing, entertainment, and other ancillary events (collectively, the "Events"), within the Premises described as: Belle Isle Park.

WHEREAS, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Agreement is necessary to implement Part 5 of 1994 PA 451, as amended, because development, promotion, and hosting of the Events not only provides opportunities for outdoor recreation it also has a favorable economic impact to both the Premises and the surrounding community, while still being regulated to protect and conserve the natural resources.

WHEREAS, the Belle Isle Park Advisory Committee, an appointed advisory board for Belle Island Park, on August 3, 2018, unanimously voted to support a resolution (Exhibit A) for continuing the Grand Prix on Belle Isle with considerations for best operating practices, support for non-race related improvements for the island, and continued strong communication.

THEREFORE, Permitter and Permittee, for consideration specified in this Agreement, agree to the following terms and conditions:

DESCRIPTION OF PREMISES - Permitter hereby grants to Permittee use of the Premises described as:

Sites and parking areas located on Belle Isle Park as designated by Permitter and Permittee including those areas more particular depicted on Exhibit B attached hereto which include land owned or operated or leased by the State of Michigan and/or the DNR located within Wayne County, State of Michigan subject to any modifications to the description of Premises mutually agreed upon by the Parties.

1. **DEFINITIONS** –The following words and expressions or pronouns used, shall whenever appearing in this Agreement, shall be construed as follows:

   A. Ancillary Event – DNR approved events held during the same schedule as the Race, but not necessarily sponsored by the Permitee. This may include, but is not limited to, business meetings, social gatherings, fundraising receptions, workshops or committee meetings.

   B. Event – a single, structured, organized, consolidated, scheduled meeting or occurrence on state-owned or managed land and to which 1 or both of the following apply:

      1) A fee or donation is required for participation.
      2) The number of people involved is 20 or more individuals.

   C. Event period is for the duration covered under the Term.

   D. Production Plan - The process of formally allocating staff, resources and other necessary items within an identified timeframe to create and then establish the outcomes to the schedule agreed upon by the Parties.

E. Race - shall mean all those events, referred to herein collectively, held on Belle Isle Park the weekend (Friday, Saturday, Sunday) of the Grand Prix motor vehicle Races.

2. USE OF PREMISES

A. Permittee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:
   1) To develop, promote and host a motor vehicle Race and Events on the Premises, which shall be undertaken according to the annually agreed upon Production Plan.
   2) Any other use which is agreed to in writing by both Parties.

B. Permittee shall obtain Permitter' s prior written consent to use the Premises for any purpose not listed in this Agreement, including but not limited to, a change in location, scope, or extent of the approved use.

C. Permittee shall be responsible to protect the resource, as well as the health, safety, and welfare of the people attending the Race and Permittee's Ancillary Events.

D. Permittee shall develop a written Production Plan for the Event, which must to be submitted six-months prior to the Event for written approval by the Permitter which shall not be unreasonably withheld. The Production Plan must include, but is not limited to:

   1) Details of all setup and take down activities include estimated dates and specific clean up activities.
   2) Details on the storage of the barriers and associated equipment outside of the three-day race period of the Event.
   3) The annually approved Production Plan agreed to by the Parties shall be incorporated by reference into this Agreement.

E. Permittee is required to remove all barriers and associated equipment from being stored in the park, outside the Event calendar.

F. Details regarding public accessibility during the Race and Events shall be contained within the Production Plan ensuring that every effort will be made to continue public access to all roadways in the Park for as long as possible.

G. Permittee assumes all risk of dangerous conditions, if any, in and about the Premises and agrees to make an examination of all Event locations, to determine whether such places are safe.

H. Each year, the Production Plan will take into consideration all current and future projects, such as the Piet Oudolf Gardens and Iron Belle trails, and other areas listed by the Permittee.

I. All maintenance and improvements contemplated by Permittee identified in the Production Plan shall be reviewed and approved in writing by Permitter which approval shall not be unreasonably withheld; and, Permittee shall be responsible for the Permittee identified maintenance and improvements, including any alterations and/or improvements during the annual term of the Agreement.

3. **PROHIBITED ACTIVITIES** - The following activities on the Premises are prohibited:
   A. Authorizing public use of Premises in violation of any State law, order or regulation without prior written approval of the Permitter.
   B. Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of the Permitter.
   C. Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of the Permitter. All supplies and equipment must be stored safely.
   D. Any clearing activity unless approved by the Permittee, through documentation.
   E. Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
   F. Disposal of trees, tree tops, branches, roots, stumps, and other vegetative debris onto the Premises.

4. **WASTE** - Permittee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, by the Permittee the Premises for any unlawful purpose, and Permittee shall include in the Production Plan a comprehensive sanitation program to ensure that reasonable standards of cleanliness and sanitation are maintained before, during, and after the Race until Permittee has vacated the Premises.

5. **PERMITTER'S OPERATIONS** - Permittee covenants that its use of the Premises is non-exclusive; public and non-Permittee accessibility during the Race and Events shall be contained within the Production Plan ensuring that every effort will be made to continue public access to all roadways in the Park for as long as possible and to enhance the success of the Race and Events for the benefits of Belle Isle Park.

6. **ADMINISTRATION** - The Parks and Recreation Division (PRD) Regulatory Unit Manager, or his successor is the Agreement Administrator (Permitter' s Representative). The Permittee shall designate in writing to Permitter one (1) person and one (1) alternate person responsible to be the contact person for the Permitter regarding the administration of the Agreement. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.

7. **CONDITION OF PREMISES** - Permittee stipulates, represents and warrants that Permittee has examined the Premises, and that it is utilizing the Premises in "as is" condition. Permittee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition. Permittee acknowledges that the Premises or portions thereof may be subject to restrictions or closures if endangered species are present. The Permitter and Permittee agree to walkthrough premises before and after, annually for each Event to document any issues as either a result of or outside the parameters of the Event.

8. **TERM** - Permitter shall grant use of the Premises to Permittee for a three (3) year initial term, being 2019 for a period of 60 total days annually, beginning at 12:01 a.m. 39 days prior to the first day of three-day June Event and ending at 11:59 p.m. 18 days after the conclusion of the three-day June Event. Beginning in the 2020 year, the term for the Event would be shortened to 59 total days annually through the remaining period of the agreement. Permittee is encouraged to continue to find ways to shorten the length of their Event. The beginning and ending Agreement term dates may be altered by mutual written consent of the Parties to reflect any changes in the date of the Event.

9. **EVENT FEE** - Permittee shall pay a monetary Event Fee to Permitter in the amount of $325,000 annually. The Permittee has agreed to pay, in addition to the event fee, $125,000 annually for projects as defined by the Permitter. The Parties agree to review and adjust the fees based on changes in the scope of operation or revisions of the fee schedule.
Payment shall be sent to:
DNR, Roscommon Customer Service Center
Attn: Concession/Lease Manager
8717 North Roscommon Road
Roscommon, MI 48653
Checks should be made payable to the State of Michigan. **Payment is due no later than March 31st of each year.**

10. **LATE PAYMENT FEE OR UNAPPROVED EXTENSION BEYOND TERM** – For each day beyond the designated payment due date payment is consider late, or for any extension of the event beyond the agreed upon terms without written permission, the Permittee will be charged a penalty equal to 2 percent (%) of the base fee amount, or $6,500 of the current fee, which ever amount is greater.

11. **OPTION TO RENEW** - The initial term of this Agreement may be extended for an additional two (2) year term upon written notice by Permittee and written approval by Permitter.

12. **ASSIGNMENT** - Permittee shall not sell, mortgage, rent, assign, or parcel out the Agreement hereby granted, except that Permittee shall be allowed to grant and charge a fee for use of areas contained within the Production Plan for use by vendors, sponsors, participants and spectators.

13. **ALTERATIONS** - No alterations, modifications, or improvements shall be made to the Premises by Permittee without Permitter' s prior written permission.

14. **LAWS, CODES AND PERMITS** - Permittee shall comply with all applicable federal, state or local regulations, including but not limited to, all Michigan Fishing Regulations, Land Use Rules, Marine Safety Rules, Environmental Laws and codes; and Permittee shall obtain any necessary permits that may be required by applicable governmental agencies in connection with its use of the Premises.

15. **DAMAGE AND REPAIRS** - Permittee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises. Should Permittee through either failure, neglect or refusal fail to repair damages to the Premises, Permittee shall pay the sum or sums so incurred by the Permitter, including all interest costs, damages, attorneys' fees and penalties and the same may be added to any installment payments due, provided that Permitter has notified Permittee in writing of such obligation or such sum and given Permittee an opportunity to take responsive action.

16. **INDEMNIFICATION** - Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Agreement; (2) the activities authorized by this Agreement; and (3) the use or occupancy of the Premises which are the subject of this Agreement by the Permittee, its employees, contractors, or its authorized representatives, except for acts or omissions rising to the level of gross negligence by the Permitter.

17. **LIABILITY** - Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, because of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Agreement, except for acts or omissions rising to the level of gross negligence by the Permitter.

    Permittee shall report to the Permitter any incident reported to it that may result in serious personal injury or property damage. Permittee shall make complete reports in writing to Permitter within a reasonable time period after any such incident. Incidents resulting in serious personal injury, except for those involving an individual who has executed a waiver/release with the Permittee, death, or property damage to Premises estimated to exceed $500 are to be reported to Permitter immediately, by telephone or in person. A written report is to follow.

18. **INSURANCE:** Permittee shall provide certificates of insurance listing the State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds, to Permitter within thirty (30) calendar days following the execution and delivery of this Agreement to Permittee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Permitter.
    A. Permittee shall obtain General Liability Insurance, naming **Permitter, its officers and employees as additional insureds and protecting against all claims,** demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Permittee's use and occupancy of the Premises or its

exercise of the right and privileges granted in the Agreement. Permittee agrees to maintain a minimum policy limit, in the amount of:

1) $1,000,000 per occurrence for property damage
2) $1,000,000 per occurrence for bodily injury
3) $5,000,000 aggregate

B. Specific coverage shall be provided as follows:
   1) Spectator/Public Bodily Injury Liability
   2) Participant Legal Liability – Participant Bodily/Injury Liability – Participant to Participant Liability
   3) Property Damage Liability
   4) Independent Contractor's Liability
   5) Blanket contractual liability coverage on all written contracts but only as respects liability arising out of the operations of the Named Insureds (as defined)
   6) Permittee will cause Permitter to be named as an additional insured on the spectator liability policies required to be maintained (minimum of $10,000,000 combined with single limits) and Permittee will provide evidence of such naming to Permitter upon request prior to commencement of the Race

C. Automobile Liability Insurance (covering all owned, hired and non-owned, vehicles with personal and property protection insurance including residual liability insurance under Michigan's No-Fault Insurance Law.)
   1) $1,000,000 combined single limits for bodily injury and property damage.

D. As required by law, Permittee shall obtain Workers' Compensation Insurance for Permittee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than $100,000 each accident.

E. Permitter reserves the right to reassess the minimum policy limits requirement set forth above.

19. SUBCONTRACTORS - Permittee shall require that any subcontractors who name Permittee as an additional insured party on their insurance coverage will also name Permitter as an additional insured party and provide Permitter with certificates evidencing such coverage and Permittee shall include language in its agreements with its subcontractors subjecting them to the requirements of this paragraph.

20. NON-DISCRIMINATION - Permittee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of

this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Agreement, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

21. **UNFAIR LABOR PRACTICES** - Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract, Lease, or Operating Agreement, if after award, the name of the Permittee as an employer or the name of a Subcontractor, manufacturer, or supplier of Permittee appears in the register.

22. **DISPUTE RESOLUTION** –Except as otherwise provided for in this Agreement, concerns regarding obligations identified in this Agreement shall be decided by the Director of the DNR, or his or her lawful designated representative, who shall make a written decision and mail or otherwise furnish a copy of the decision to all the Parties.
   A. The written decision of the Director of the DNR, or his or her lawful designated representative provided for above shall be binding upon the Parties and shall constitute a final decision of the agency.
   B. This "Disputes" clause does not include consideration of questions of law or issues of facts in connection with decisions provided for in the dispute subparagraph above. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative or board on the question of law or issues of facts.

23. **TERMINATION**

A. TERMINATION BY PERMITTER

If Permittee fails to cure any of the following within ninety (90) calendar days after written notice of default, the Permitter may terminate this Agreement:

1) If at any time Permittee uses the Premises in violation of this Agreement or without express written permission of the Permitter.
2) If Permittee fails to pay the Event Fee or any other fees agreed upon in this Agreement by the date specified in the Agreement.
3) If the Premises are no longer being used for the purposes identified in this Agreement.
4) If Permittee knowingly and intentionally provided Permitter with information, in its request for this Agreement or at any time during the Agreement term, that was materially false or fraudulent.
5) If Permittee or any subcontractor, manufacturer or supplier of Permittee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* (Employers Engaging in Unfair Labor Practices Act).

B. TERMINATION BY PERMITTEE

Upon sixty (60) days written notice, the Permittee may terminate this Agreement as follows:

1) If, in its sole discretion, Permittee determines that the Premises are no longer being or will not be used by the Permittee for the purposes identified in this Agreement.

24. **RESERVATION** - Permitter reserves the right to grant rights-of-way and easements for infrastructure purposes to Belle Isle Park over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted that do not conflict with Permittee's conduct of the Race or Events.

25. **NOTICES** - Any notice(s) to Permitter or to Permittee required by this Agreement shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing. Unless either party notifies the other in writing of a different mailing address, notices to Permitter and Permittee shall be transmitted to the addresses listed below:

PERMITTER:
Land Administering Division (LAD)
State of Michigan
Department of Natural Resources
Chief, Parks and Recreation Division
PO Box 30257
Lansing, MI 48933

PERMITEE:
Detroit Belle Isle Grand Prix, Inc.
Attn: Michael Montri
300 Renaissance Center, Suite 2311
Detroit MI 48243

26. **INTERPRETATION** - This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

27. **MODIFICATION** – This Agreement shall not be modified unless in writing, signed by the parties, and executed in the same manner as this Agreement was originally executed. A party may waive or release the other party's breach or default only in writing.

28. **SEVERABILITY** - Should any provision of this Agreement, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.

29. **GOVERNING LAW** – This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Agreement must be resolved in the Michigan Court of Claims.

30. **REQUIRED APPROVALS** - This Agreement shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Permitter and Permittee.

31. **NO WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Agreement does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Agreement.

32. **ENTIRE AGREEMENT AND ENCLOSURES** - This Agreement constitutes the entire agreement between the parties regarding this transaction and may be amended only in writing and executed in the same manner as this Agreement was originally executed. This Agreement supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

33. **EXECUTION** - This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

REMAINDER OF THE PAGE INTENTIALLY LEFT BLANK.

The said Permitter, by its Chief of the Parks and Recreation Division, has signed and affixed the seal of the State of Michigan by action taken by Permitter on August 9th, 2018, and Permittee has signed and affixed its seal the day and year written below.

ACKNOWLEDGEMENT BY PERMITTER

CHIEF, PARKS AND RECREATION DIVISION
DEPARTMENT OF NATURAL RESOURCES
THE STATE OF MICHIGAN

By: _____
Ronald A. Olson, Chief

STATE OF MICHIGAN)
) §.
County of Ingham)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Ronald A. Olson, Chief, Parks and Recreation Division.

_____
NICOLE M. TOMAN, Notary Public
State of Michigan, County of Shiawassee
My Commission Expires: 01/14/2020
Acting in Ingham County

PREPARED BY:
PARKS AND RECREATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES

ACKNOWLEDGEMENT BY PERMITTEE

PERMITTEE: Detroit Belle Isle Grand Prix, Inc.

By: _____
Michael Montri

Its: President

STATE OF)
) §.
County of)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Michael Montri, President, Detroit Belle Isle Grand Prix, Inc., a Michigan corporation, for the corporation.

_____
Notary Signature

Notary Public, _____ County
Acting in _____ County
My Commission Expires: _____

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ACKNOWLEDGEMENT BY PERMITTER

CHIEF, PARKS AND RECREATION DIVISION
DEPARTMENT OF NATURAL RESOURCES
THE STATE OF MICHIGAN

By: _____
Ronald A. Olson, Chief

STATE OF MICHIGAN)
) §.
County of Ingham)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Ronald A. Olson, Chief, Parks and Recreation Division.

PREPARED BY:
PARKS AND RECREATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES

NICOLE M. TOMAN, Notary Public
State of Michigan, County of Shiawassee
My Commission Expires: 01/14/2020
Acting in Ingham County

ACKNOWLEDGEMENT BY PERMITTEE

PERMITTEE: Detroit Belle Isle Grand Prix, Inc.

By: _____
Michael Montri

Its: President

STATE OF Michigan)
) §.
County of Oakland)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Michael Montri, President, Detroit Belle Isle Grand Prix, Inc., a Michigan corporation, for the corporation.

DEIRDRE THOMAS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Mar. 27, 2025
Acting in the County of Oakland

Deirdre Thomas
Notary Signature

Notary Public, Wayne County
Acting in Oakland County
My Commission Expires: 03/27/2025

EXHIBIT A

Belle Isle Park Advisory Committee Resolution of the Detroit Grand Prix Proposal to Continue Race on Belle Isle

I, the undersigned, being the Chair of the Belle Isle Park Advisory Committee (BIPAC) consent and agree that the following resolution was proposed and approved on Thursday, August 2, 2018 at the special meeting of the BIPAC at the Belle Isle Nature Center, located at 176 Lakeside Dr, Detroit, MI 48207.

I do hereby consent to the adoption of the following as if it was adopted at a regularly called BIPAC meeting. In accordance with the bylaws of the committee, by unanimous consent, the BIPAC decided that in regard to the Detroit Grand Prix's proposal to renew their contract to continue their race on Belle Isle, that the Michigan Department of Natural Resources assume a strong leadership position by incorporating the following considerations into a final operating agreement governing the continuation of the Detroit Grand Prix for three years, with the potential for two additional one-year extensions:

1. Provide for all contributions in writing, including but not limited to capital and programming dollars, fees, maintenance, management of assets such as the James Scott Memorial Fountain, and minimum fundraising expectations for the Grand Prixmiere.
2. Ensure the total value of the agreement exceeds the previous contract period.
3. Implement best practice quality governance mechanisms, with a focus on oversight, monitoring, evaluation, enforcement, accountability, penalties, etc.
4. Value engineer the campus to ensure minimal impacts on the day to day park user by finding sensible solutions that eliminate or minimize negative impacts such as the sequencing of barrier installation, advertising, load in/out timing, overall public access, Memorial Day access, permanent footprint, off site storage, etc.
5. Pursue holistic and comprehensive strategies that result in win-win, high impact outcomes, such as improvements to the Newsboys shelter, permanent wireless infrastructure, capital campaign related strategies, MoGo bike share station installation, completion of daffodil project, Iron Belle Trail assets, Oudolf Garden Detroit considerations, etc.
6. Proceed with a park user focus that values good communication, engagement, access, and other accommodations that minimize negative impacts.
7. Simultaneously initiate a process designed to identify replacement sources of funding.

Therefore, it is resolved that the committee shall support the Michigan Department of Natural Resources' approval of the continuation of the Detroit Grand Prix race being held on Belle Isle should the aforementioned considerations be included in the final version of the Michigan Department of Natural Resources' counter to the Detroit Grand Prix's race proposal.

Michele Hodges

Chair Signature

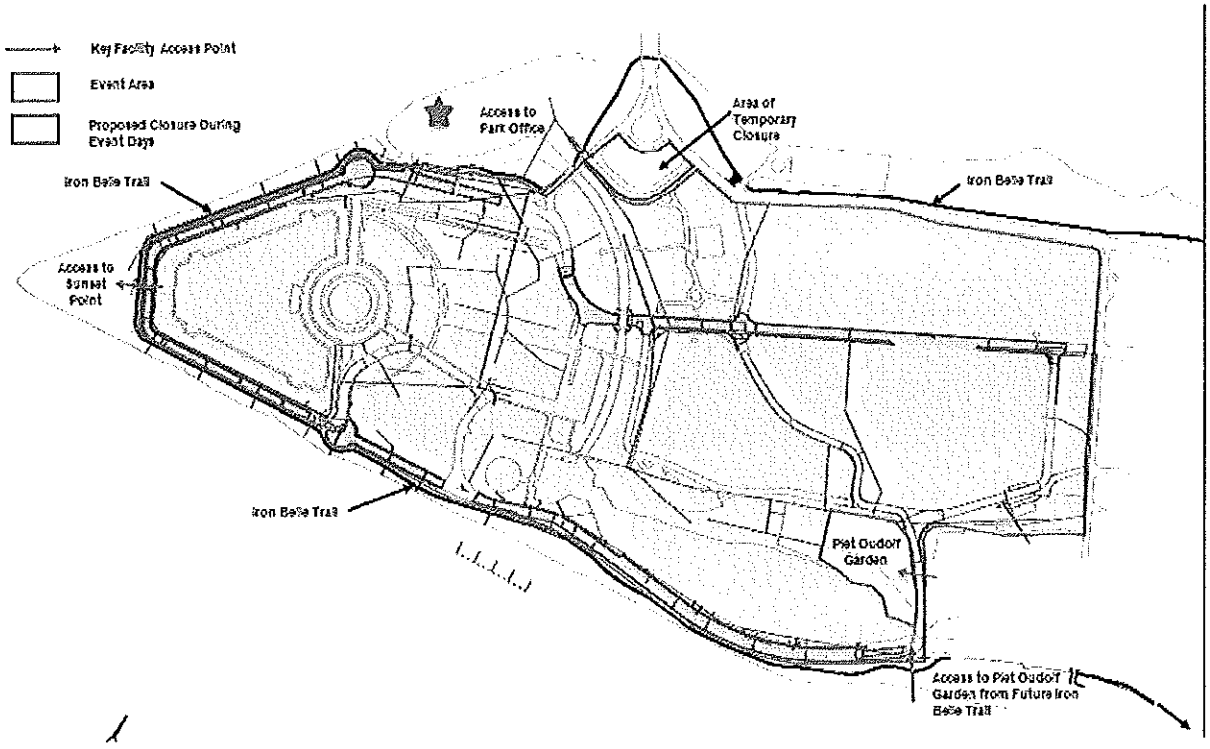
August 3, 2018

Date

Michele Hodges

Chair Printed Name

EXHIBIT B


Key Facility Access Point
Event Area
Proposed Closure During Event Days
Access to Park Office
Area of Temporary Closure
Iron Belle Trail
Iron Belle Trail
Access to Sunset Point
Iron Belle Trail
Pet Outdoor Garden
Access to Pet Outdoor Garden from Future Iron Belle Trail