



**CITIZEN INQUIRY**

Please complete this form in its entirety and leave it with a member of the Board Office Staff or mail to:

Macomb County Board of Commissioners  
Administration Building  
One S. Main, 9<sup>th</sup> Floor  
Mt. Clemens, MI 48043  
586/469-5125

FRAN PARKER  
Please Print Your Name

MAY 6 2003  
Today's Date

13899 Brougham  
Street Address

Sterling Heights MI                      48312  
City    State                      Zip

586-795-8130                      SAME  
(Home Phone)                      (Office Phone)

My specific question to the Macomb County Board of Commissioners is:

- (Please Print) ① Who Collects parking fees at non Amphitheater Events  
② Who gets the 5.00 from Festival Parking? (County - Hillside)  
③ What is the Dollar amount figures in each ticket that goes to parking.  
④ What is the exact split of that amount between Hillside and the county  
⑤ What is the split on the Annual parking fee between Hillside AND the county

cc: Nancy White  
Deana Kolakowski  
Peter Lund  
Mario Bucci

Sheryl Low,  
Fran Parker  
Your Signature

For Board Office Use ONLY:

Received By: \_\_\_\_\_

Referred To: \_\_\_\_\_ / \_\_\_\_\_  
Date

# MACOMB COUNTY CORPORATION COUNSEL

COUNTY ADMINISTRATION BUILDING  
ONE S. MAIN, 8TH FLOOR  
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May 22, 2003

Ms. Fran Parker  
13899 Brougham Drive  
Sterling Heights, MI 48312

RE: Freedom of Information Act Request

Dear Ms. Parker:

You have asked us for certain information concerning Macomb County Freedom Hill Park.

With regard to your request for information, please be advised of the following:

Parking fees for events held at the County Park are collected by Hillside Productions, Inc. With regard to festival parking, of the \$5.00 parking fee, the County receives 25% and Hillside receives 75%. Each ticket sold by Hillside for the concert events includes a \$3.00 parking fee. That fee is split between Hillside and the County (25% to the County and 75% to Hillside). The annual parking fees are split between Hillside and the County (25% to the County and 75% to Hillside).

The major sponsor of the Harley Fest is the MDA (Muscular Dystrophy Association) and WRIF radio. The sponsors pay a total of \$2,600.00 to rent the park for the day, and all parking fees are collected by Hillside Productions. The charge to enter the park for said event was \$7.00 in 2002, and in 2003, the request will be for \$8.00 per vehicle. The sponsors of the event are required to take out additional insurance as set forth in the attached document that we have provided.

I believe that this answers all of your inquiries concerning issues raised in your correspondence of May 6.

Ms. Fran Parker  
May 22, 2003  
Page Two

Thank you for your attention to this matter.

Very truly yours,

  
George E. Brumbaugh, Jr.  
Corporation Counsel

GEB:gr  
Enclosure

18. The sponsoring group shall provide at its own cost, a policy of insurance for public liability covering the dates of the event, including time allowed for site preparation and until sponsoring group has removed all of its equipment from the park site. The policy shall name the Commission and Macomb County as the insured. Such insurance shall be equal or in excess of the following:

Worker's Compensation Insurance as required by the State of Michigan.

Employer's Liability in the amount of \$100,000.00.

Comprehensive General Liability B.I. and P.D. Combined Single Limit: \$1,000,000.00.

Auto Liability: \$500,000.00 Combined Single Limit, including non-owned auto and No Fault as required by State Law.

The insurance policy shall include coverage for premise operations, products, completed operations, personal injury (including false arrest and assault and battery), and contractual. Liquor Liability Insurance shall be in the amount of \$1,000,000.00 where applicable.

Insurance certificates shall be presented to the Commission at least ten (10) days prior to the opening of the event for approval by appropriate County personnel. Such insurance shall be with a company, or companies acceptable to Macomb County and the insurance company shall provide ten (10) days written notice of material change or cancellation. The insurance shall name the Parks and Recreation Commission, Macomb County and its elected officials, appointed officials, and employees as additional insureds.

19. The sponsoring group will protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees, and agents free and harmless from and against all losses, penalties damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the performance of this agreement. Sponsoring group will investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses even if the claims, etc. are groundless, false or fraudulent.

20. If the sponsoring group or any other party sells alcoholic beverages of any kind, the sponsoring group or party shall obtain liquor liability insurance as provided in paragraph 18 and shall comply with all state and local licensing requirements and regulations regarding the sale of alcoholic beverages.

21. If sponsoring group contracts with any person, firm, partnership, or corporation to provide or maintain any function or any specific event or activity at the proposed event, then sponsoring group shall ensure that the person, firm, partnership, or corporation has current liability coverage with limits of liability equal to or in excess of the limits contained in paragraph 18.

22. The Commission retains the sole and exclusive right to contract for or otherwise permit commercial advertising and/or promotions in or around the Park during the scheduled event.

23. Should the Commission enter into a contract with any other person, organization, company or entity for the purpose of advertising or demonstrating goods or services at the Park, the sponsoring group will have no right to object to the advertising or demonstration during its event so long as the demonstration does not unreasonably interfere with the event.

24. The sponsoring group will not enter into an agreement for the advertisement or demonstration of goods or services without