



Parks and Recreation Board Agenda
Department of Public Services
851 South Eton-Conference Room
Tuesday, April 4, 2023
6:30 PM

- I. Call to order**
- II. Roll Call**
- III. Approval of the minutes of:** Tuesday, March 7, 2023 (*regular meeting*)
- IV. Approval of the minutes of:** Tuesday, March 28, 2023 (*special meeting*)
- V. Open To The Public for Items Not On the Agenda** (*two minutes per person*)
 - No one may speak a second time until everyone in the audience has spoken.
 - The chairperson may alternate speakers pro & con on issues being discussed.
- VI. Agenda Items-*Written and submitted by 5pm Monday at the Birmingham Ice Sports Arena, one week prior to the meeting.***
 1. S. Eton Resurfacing & Northeast Corner of S. Eton and Lincoln Ave
 2. Parks and Recreation Draft Master Plan RFP
 3. Amend the May 2, 2023 Parks and Recreation Board meeting date to May 9, 2023
 4. Parks and Recreation Board Rules and Procedures
- VII. Communications/Discussion Items**
 1. Email received from Diane Smith
 2. Prescribed Barnum Park Burn
 3. Zamboni Purchase
 4. mParks Foundation Play Is Essential Grant
 5. Oakland County Parks and Recreation 2023 Grant Program Opportunities
- VIII. Unfinished Business**
- IX. New Business**
- X. Next Regular Meeting – Tuesday, May 2, 2023**
- XI. Adjournment**

Individuals requiring accommodations, such as interpreter services, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 at least one day in advance of the public meeting.
Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública.
(Title VI of the Civil Rights Act of 1964).

*If you cannot attend the meetings, please contact Connie Folk at the Birmingham Ice Arena (248) 530-1642.
Minutes are available for review at the Birmingham Ice Sports Arena, 2300 East Lincoln, Birmingham, MI 48009*

PARKS & RECREATION BOARD MISSION STATEMENT

The Parks and Recreation Board strives to provide opportunities for the enjoyment, education, and inspiration for present and future generations of residents and visitors through stewardship of natural, cultural and recreational resources. By continuously elevating the beauty and quality of the parks and recreation system of Birmingham, the Parks and Recreation Board will promote health and wellbeing, and strengthen the community.

The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result,

the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through
ZOOM: <https://zoom.us/j/98191466679> **Meeting ID:** 981 9146 6679
You may also present your written statement to:
City of Birmingham, Parks and Recreation Board
851 South Eton, Birmingham, Michigan 48009 prior to the meeting.

PARKS AND RECREATION BOARD MEETING MINUTES
March 7, 2023

Heather Carmona, Chairperson, called the meeting to order at 6:30 pm at 851 South Eton.

MEMBERS PRESENT: Heather Carmona
Susan Collins
Pam Graham
Ross Kaplan
Anne Lipp
John Rusche
Steve Sweeney

STUDENT REPRESENTATIVES PRESENT: Katie Glasier, Seaholm High School

MEMBERS ABSENT: Ellie Noble

STUDENT REPRESENTATIVES ABSENT: Archie Reynolds, Seaholm High School

ADMINISTRATION: Scott Zielinski, Director of Public Services
Carrie A. Laird, Parks and Recreation Manager
Connie J. Folk, Recreation Coordinator
Leah Blizinski, City Planner (Zoom)
Jacky Brito, Golf Course Manager

GUESTS: David Young

It was moved by Graham, seconded by Rusche, to approve the minutes of the Tuesday, February 7, 2023, regular meeting as submitted.

Ayes, Heather Carmona, Susan Collins, Pam Graham,
Ross Kaplan, Anne Lipp, John Rusche, and
Steve Sweeney

Nays, None
Absent, Ellie Noble

Carmona welcomed two new Student Representatives from Seaholm High School.

OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA:

No comments

No Action was taken by the Parks and Recreation Board

Agenda item #1: 2022 Annual Golf Report

Jacky Brito, Golf Course Manager, reviewed the 2022 golf report and highlighted another great season.

The courses finished with one of our highest number of rounds, 64,585, and a net surplus of \$272,747.

GCM Brito thanked the dedicated staff that made the season a success.

GCM Brito reviewed changes to the golf and that the junior golf program was well received.

Sweeney asked whether there was an opportunity to consider indoor golf simulation in the winter. GCM Brito stated she would be receptive to the idea but again staffing would be a concern.

Kaplan commented that the report was fantastic.

Graham had a question related to food and beverage operations: considering profitability, would you consider outside food vendors, onsite or food trucks?

GCM Brito replied that she has experienced food and beverage operations from all angles (management through food prep) and believes generally outside providers do not enhance operations and food trucks might be appropriate for special events.

Kaplan asked about the revenue from the cell tower.

GCM Brito said it was captured within "lease income."

No Action was taken by the Parks and Recreation Board

Agenda item #2: Amended Parks and Recreation Board Rules and Procedures

DPS Director Zielinski opened this topic by referring to the provided redlined copy of the Parks and Recreation Board Rules of Procedure. Proposed changes to the agenda format are based on our City Commission's Rules of Procedure with the objective of providing order and efficiency.

Lipp suggested that the second item on the agenda should be a motion to approve the agenda, so if something timely has come up, it can be added to the agenda under new business.

DPS Director Zielinski acknowledged that the March 7, 2203 sample Parks and Recreation Board Agenda does not follow the redline proposal and recommended the item be tabled until next month's meeting.

Graham recommended the Board look at Article V, Objectives & Duties and consider adding verbiage related to improvements and capital projects as well as Article VI, specifically the last sentence.

Kaplan inquired about who designates the Parks and Recreation Board secretary position.

Carmona asked DPS Director Zielinski for clarification and if the intention is to receive feedback for discussion or for modifications.

DPS Director Zielinski plans to clarify with the city attorney. Additionally, he asked Graham to formalize her input in an email to him for further review and consideration with the city attorney.

Kaplan suggested that members of the public who speak, state their name and address for clarification and for the secretary to be able to document the information.

It was moved by Graham, seconded by Lipp, to table the amended Parks and Recreation Board Rules and Procedures until the April 4, 2023, regular meeting.

Ayes,	Heather Carmona, Susan Collins, Pam Graham, Ross Kaplan, Anne Lipp, John Rusche, and Steve Sweeney
Nays,	None
Absent,	Ellie Noble

COMMUNICATION/DISCUSSION ITEM #1: MI Spark Grant update

PM Laird stated our application was not approved, and the city plans to follow-up and resubmit at a later date.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #2: Barnum Park Prescribed Burn

PM Laird like in years past the city has planned for a prescribed burn at Barnum Park and that burns bring back native plants and inhibit invasive species.

A neighborhood notification will be sent out in advance of the event, and the fire Department will be on stand-by.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #3: Birmingham Ice Sports Arena Financials, January 2023

Collins appreciated the financials and inquired about seeing comparison to prior years. She also is pleased to see the number of young people positively impacted by having this ice arena in our community.

DPS Director Zielinski stated that past numbers are available on bhamgov.org and added that the arena is an amenity provided for general welfare and use.

Carmona reflected hearing this perspective from the consultant during the recent arena improvements.

Kaplan suggested that the golf courses had previously been similarly characterized as general welfare and are now considered profitable.

Rusche suggested an easy way to review the numbers would be to ascertain the time-frame as a percentage (58%) and compare it with the far right column (percent of budget used).

Graham also appreciated the financials and is also interested in seeing year-to-date performance as well as budget performance. Further, she is looking for analysis to see if, for instance, the renovations have returned the expected 20% energy cost savings.

Graham is happy with the big picture but disappointed with the details and lack of trends.

Lipp asked what the hours of operations are.

RC Folk replied: Monday through Friday hours are 6:00 am until 11:00 pm and Saturday and Sunday hours are 8:00 am until midnight.

Graham suggested an interesting metric would be the percent of available ice sold. Additionally she commented for both the golf report and the ice arena, being short staffed and keeping labor cost increases at 10% illustrates good facility management.

No Action was taken by the Parks and Recreation Board

UNFINISHED BUSINESS:

Lipp inquired about the status of the Birmingham Little League event.

DPS Director Zielinski replied that this board had provided its recommendation and the event application is with the city attorney and will eventually head to the city commission for approval.

No Action was taken by the Parks and Recreation Board

NEW BUSINESS:

Graham asked if this is the appropriate time to ask for topics for future meetings.

DPS Director Zielinski affirmed that it is.

Graham referenced a recent meeting with the Library that inspired two ideas.

1. Similar to Beverly Park, partner with the library to hold an event at one of our parks
2. The library is implementing a "Library of Things" and considered the option of including pickleball equipment.

RC Folk reminded the board that there are little libraries located in two of our parks and that individuals could rent out pickleball equipment at the ice arena.

Graham also said that the library director suggested using the "little lending library" model to have a cabinet to hold pickle ball equipment.

Graham mentioned that the planning board is reviewing the 2040 Plan and wondered if there are any suggestions from this board related to different programming amenities in the city parks.

Graham asked if staff would benchmark other dog parks in the area to be better prepared to address long range planning.

DPS Director Zielinski offered to include this as part of a future agenda.

Collins knows of a person who could talk to staff about other local dog parks and the staff could survey users to enlist their help as well.

Kaplan suggested a review of past board meetings related to the City of Birmingham dog park would also be helpful.

Carmona announced we have two (2) open seats on the Parks and Recreation Board as well as an open alternate seat, so members of the public are encouraged to apply and spread the word. Applications need to be reviewed and approved by the City Commission following standard timelines.

No Action was taken by the Parks and Recreation Board

Carmona stated the next regular meeting will be held on Tuesday, April 4, 2023, at 6:30 pm, at 851 South Eton.

Chair Carmona adjourned the meeting at 7:37 pm

Connie J. Folk, Recreation Coordinator

**PARKS AND RECREATION BOARD
SPECIAL MEETING MINUTES
March 28, 2023**

Pam Graham, Vice-Chairperson, called the special meeting to order at 6:30 pm at 851 South Eton.

MEMBERS PRESENT: Pam Graham
Anne Lipp
John Rusche
Steve Sweeney

MEMBERS ABSENT: Heather Carmona
Susan Collins

ADMINISTRATION: Scott Zielinski, Director of Public Services
Connie J. Folk, Recreation Coordinator
Jacky Brito, Golf Course Manager

GUESTS: none

Agenda item #1: Fee Schedule Increase Recommendation – Golf Course

Graham at the last regular meeting of the parks and Recreation the parks board reviewed a detailed financial report of the golf course operation. At that time there was no recommendation or discussion about additional fees or scheduled being necessary for the future year.

Graham stated there had been some discussion about that and some motivation to present recommendations to the City Commission at a meeting next week. Therefore, this committee is convening in order to review the recommendations.

DPS Director Zielinski stated there is a requirement for the department to present to the parks and recreation board to raise fees and then to get a recommendation from the parks and recreation board to the city commission for approval of the proposed rate increase.

The intended golf fee increases is to off-set current and future capital projects for both golf course. The department has identified stream bank stabilization, erosion concerns around the bridges at the courses and additional capital improvement concerns.

DPS Director Zielinski state this is the first and will likely be in future years slowly increasing the rates. The greens fees will be increase .50 cents this year with the resident memberships increasing \$5 and the non-resident and business memberships increasing \$25 it's a slow impact and the idea is to keep growing our revenue ahead of where we're going to be before being hit by construction costs.

Lipp asked these are all the increase in fees knowing that the registration of junior golf registration is right around the corner.

GCM Brito confirmed that the junior golf program would not be increasing.

It was moved by Lipp, seconded by Sweeney, to approve the recommended 2023 golf course fess proposed by staff to be a .50 increase for greens fees, to increase the resident membership by \$5, and the business and non-resident memberships would be increased by \$25.

Ayes,

Pam Graham, Anne Lipp, John Rusche, and Steve Sweeney

Nays,

None

Absent,

Heather Carmona, Susan Collins

Graham stated the next regular meeting will be held on Tuesday, April 4, 2023, at 6:30 pm, at 851 South Eton.

Meeting adjourned at 6:48 pm

Connie J. Folk, Recreation Coordinator



MEMORANDUM

Planning Division

DATE: March 31st, 2023

TO: Parks & Recreation Board Members

FROM: Brooks Cowan, Senior Planner

SUBJECT: S. Eton Resurfacing & Northeast Corner of S. Eton and Lincoln Ave

INTRODUCTION:

City staff is pursuing feedback from the Parks and Recreation Board regarding a concept for the public space at the northeast corner of S. Eton and Lincoln. The City is considering installing a row of 8 angled parking spaces and an underground storm water detention system as an option associated with a design for the upcoming S. Eton resurfacing project.

If the Parks and Recreation Board is amenable to the proposal, City staff will include the design in a concept reviewed at the S. Eton resurfacing open house on Tuesday April 18th, 2023 from 6pm - 8pm that is open to the public for review and comments. Design concepts and associated comments will then be reviewed by the Multi-Modal Transportation Board (MMTB) on Thursday May 4th, 2023.

BACKGROUND:

The MMTB is in the process of reviewing design concepts for S. Eton resurfacing in 2024 between 14 Mile and Yosemite. In 2019, the city installed a bi-directional bike lane on west side of the road between Lincoln and Yosemite as a trial - the temporary design was meant to be reviewed before a permanent design was installed.

Upon review, the MMTB has determined that they do not prefer the current configuration of two lanes on the west side of the road - the entry and exit is awkward where cyclists are forced to cross the street to travel with the flow of traffic. The MMTB has indicated that they prefer to see the updated design to include bike lanes on each side of the road traveling with the flow of traffic.

The MMTB began reviewing potential design concepts for S. Eton in December of 2022. After an open house in January 2023 and two public MMTB meetings thereafter, the Board's preferences have been narrowed to four main options:

Option B1/B2	Provide additional pavement in the right-of-way on the west side of S. Eton for a bike lane.
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Option B3/C3 Remove on-street parking on the east side of the street to accommodate space for a northbound bike lane and to allow greater visibility when turning onto S. Eton from the Rail District. The parking spaces most commonly used are also the spaces City staff receives the most complaints about for blocking visibility.

Concerns about each option have been raised. For options B1 & B2, additional pavement on the west side of the street would reduce the sideyard and driveway space for residential properties in the public right-of-way. For option B3 & C3, the elimination of on-street parking on the east side of S. Eton would require patrons to find on-site parking when visiting a business or residence in the Rail District.

For options B3 & C3, City staff would place additional signage near the 15 angled parking spaces between Holland Street and Haynes Street in front of Bolyard Lumber to highlight that the spaces are public and available to anyone. Doing so could help off-set the loss of 3 spaces in front of Whistle Stop, 3 spaces in front of Griffin Claw, and 10 spaces in front of Irongate which are commonly used (16 total).

To offset the loss of on-street parking near Cole Street under consideration with option C2, an additional 8 spaces could be added to the public space at the northeast corner of Lincoln and S. Eton. If the additional parking spaces are pursued at the subject lot, the Engineering Division would also consider an underground stormwater detention system to be installed beneath the parking spaces to help in alleviating stormwater backups in the area.

A rendering of an additional 8 parking spaces at the northeast corner of S. Eton and Lincoln has been provided for the Board's review. This rendering would be associated with the B3/C3 concept proposing the removal of on-street parking between Lincoln and Yosemite. Cross sections of the other concepts being considered for S. Eton have also been provided for further information.

SUMMARY:

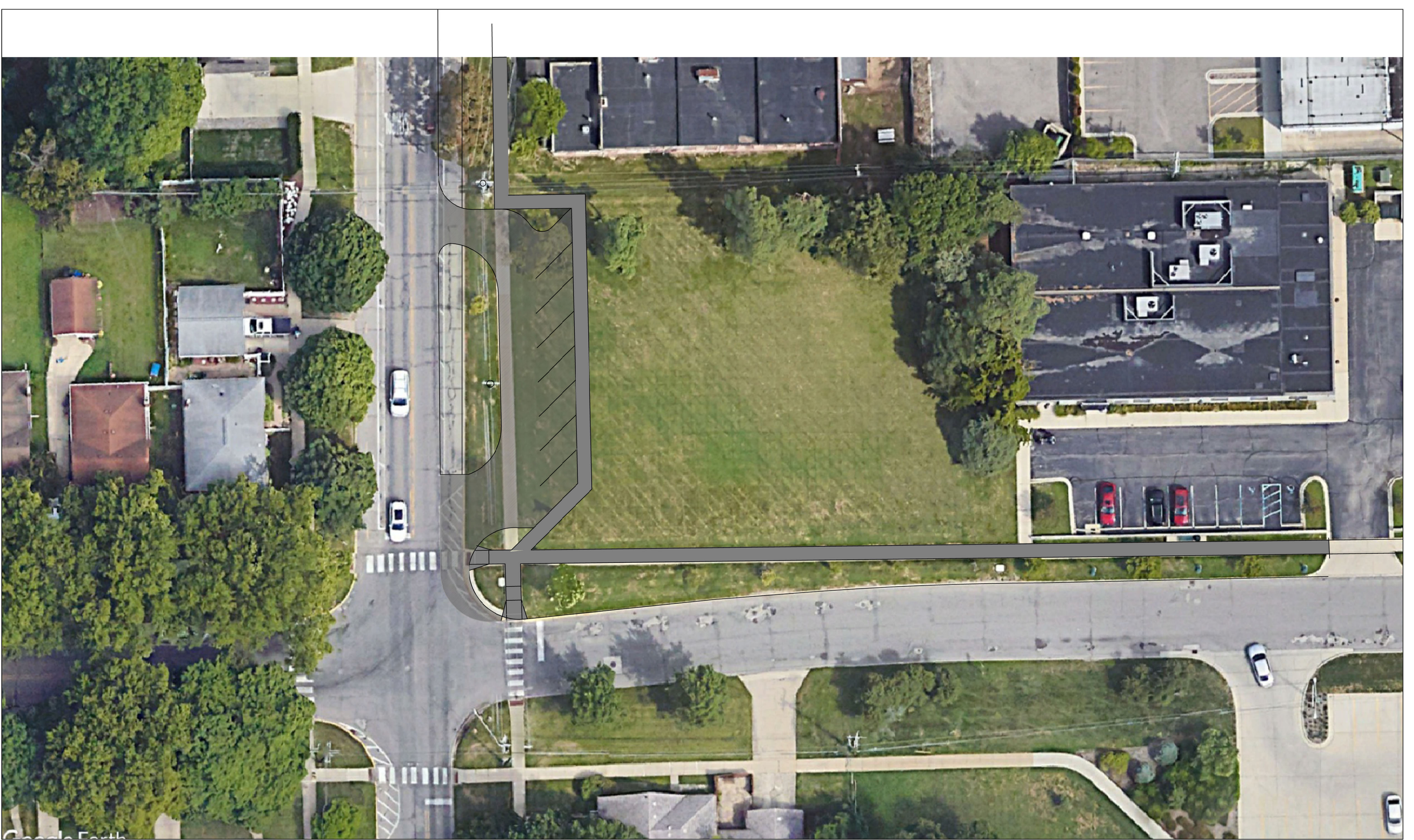
City staff recommends that the Board review the concept of 8 additional parking spaces at the corner of S. Eton and Lincoln and provide feedback to staff. If the board is amenable to the proposal, City staff will include the design with concept B3 & C3 during the S. Eton resurfacing open house on Tuesday April 18th, 2023. Comments on the various concepts from the open house will be reviewed by the MMTB at their May 4th, 2023 meeting. The MMTB will eventually make a recommendation on their preferred road configuration concept to City Commission who will vote on the final design.

ATTACHMENTS:

- S. Eton and Lincoln open space with 8 additional parking spaces concept.
- Proposed concepts for S. Eton resurfacing to be reviewed at April 18th, 2023 open house

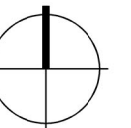
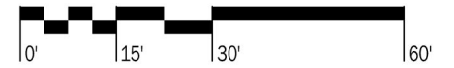
SUGGESTED COMMISSION ACTION:

Provide commentary and feedback. No formal motion is necessary.



LAYOUT PLAN

Scale: 1" = 30'-0"

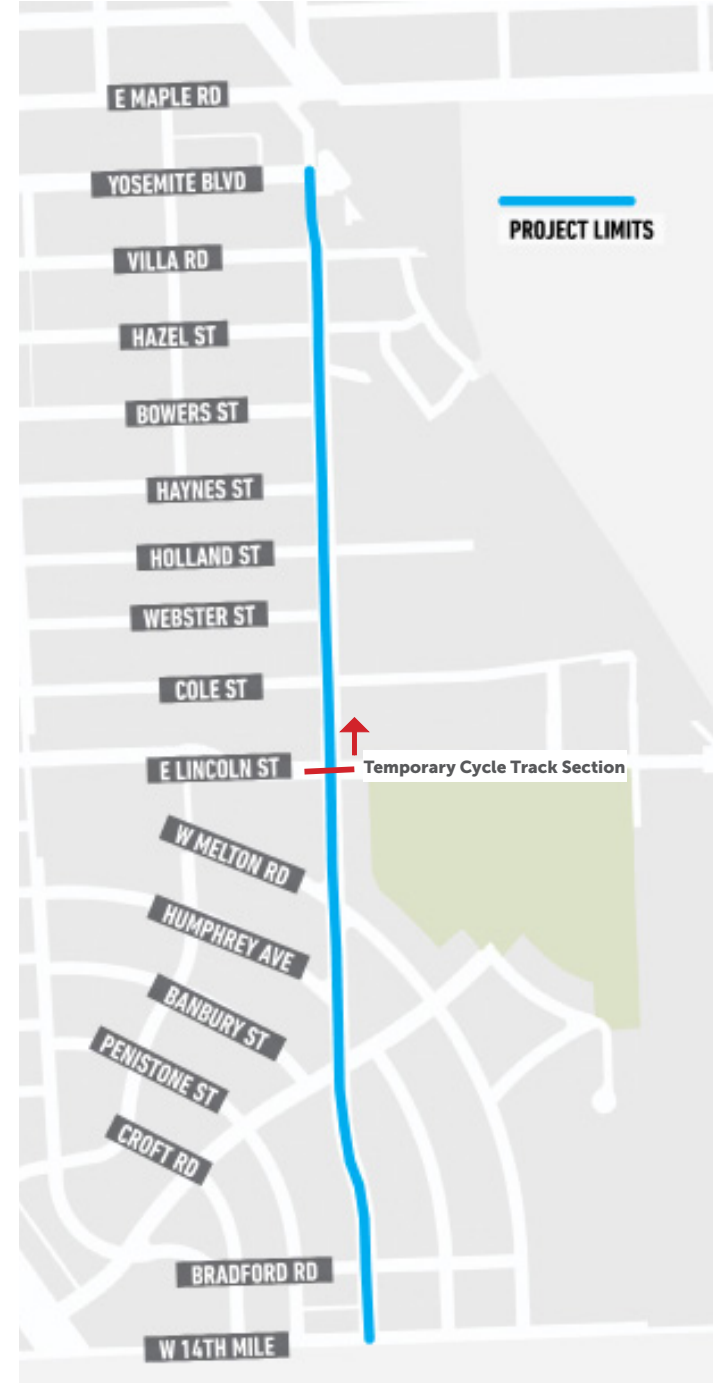


S ETON REDESIGN

PROJECT GOALS

1. Safety for all users
2. Enhance pedestrian crossings
3. Smooth traffic flow
4. Increase bike usage
5. Improve safe visibility at cross streets
6. Provide room for trucks
7. Improve sidewalks/lighting
8. Design that fits the city's budget

S ETON PROJECT BOUNDARY



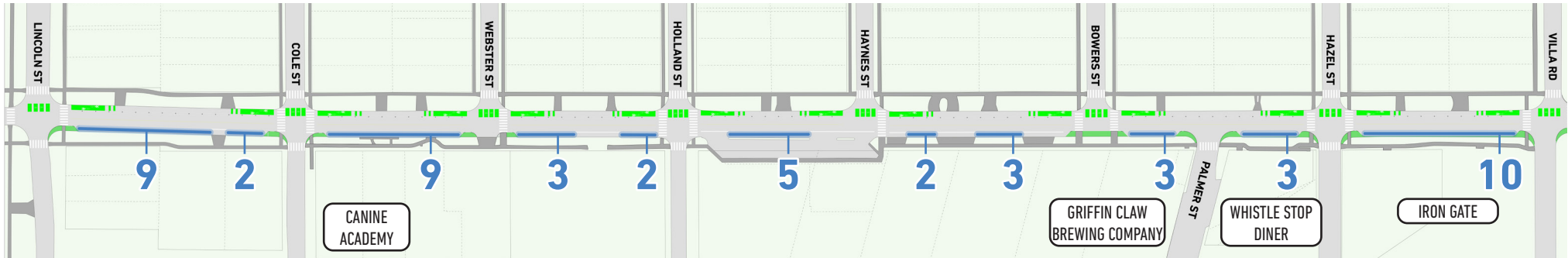
SIGHT DISTANCE/PARKING

EXISTING ON-STREET PARKING (2023)

20ft = 1 space

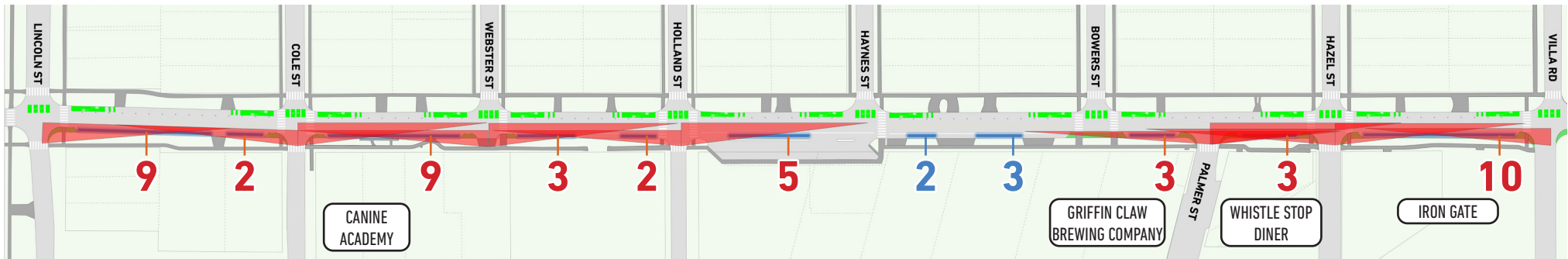
*City standard for requesting on-street parking

ON-STREET PARKING



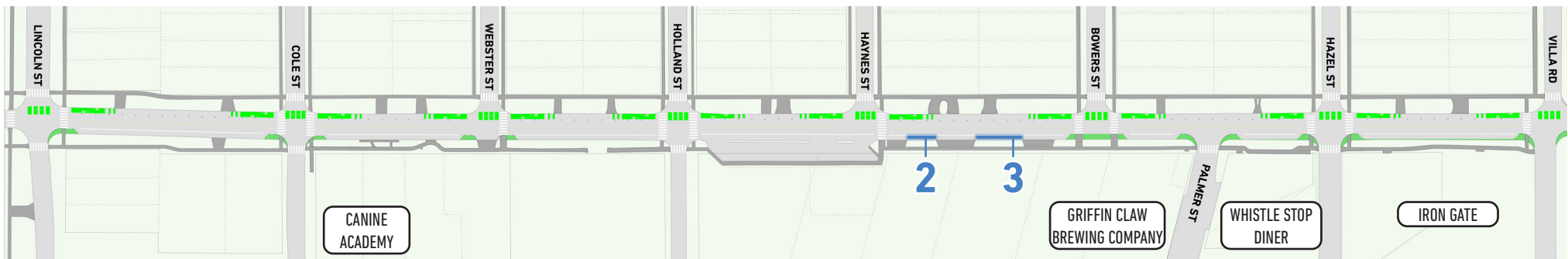
TOTAL EXISTING ON-STREET PARKING SPOTS: 51

EXISTING SIGHT DISTANCE ISSUES - ILLUSTRATES WHERE SIGHT DISTANCE STANDARDS NOT MET



TOTAL PARKING SPOTS WITH SIGHT DISTANCE ISSUES: 46

ON-STREET PARKING IF SIGHT DISTANCE ISSUES ARE REMOVED



TOTAL ON-STREET PARKING SPOTS: 5

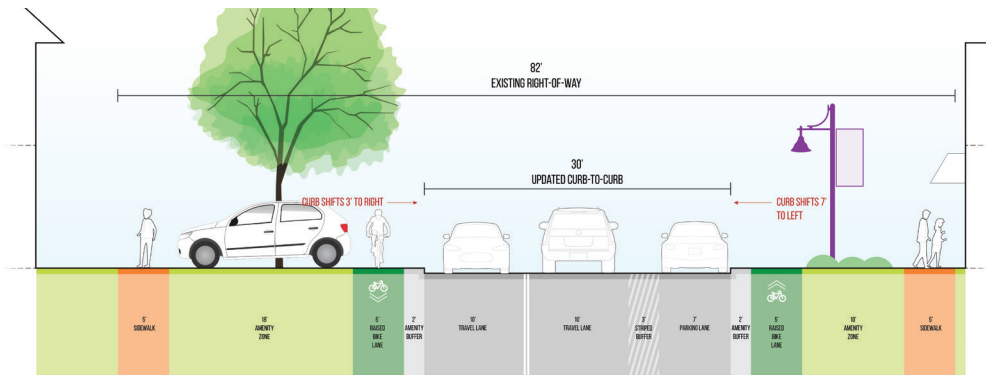
REFINED CONCEPTS

S ETON - NORTH OF LINCOLN OPTIONS

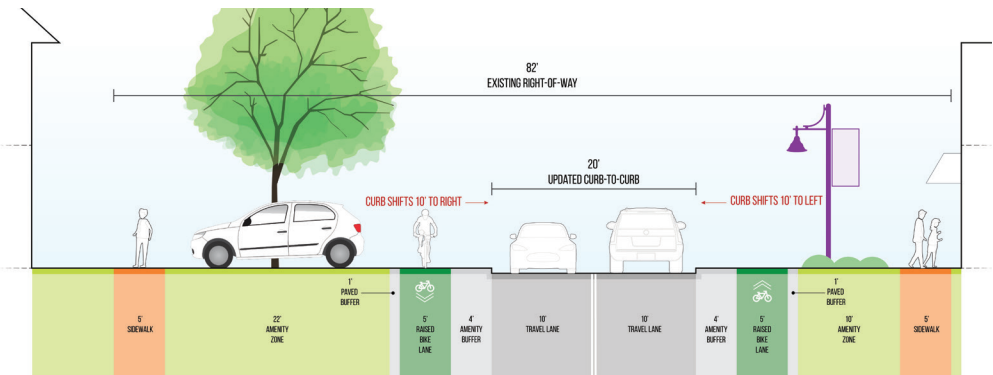
ON-STREET PARKING REMAINS	
CURB MOVES	CURB DOESN'T MOVE
Alternative B1: <ul style="list-style-type: none"> Raised Bike Lanes in both directions w/ amenity buffers 	Alternative B2: <ul style="list-style-type: none"> Raised Bike Lane w/ amenity buffer SB and Street Level Bike Lane w/ buffer zone NB

REMOVAL OF ON-STREET PARKING	
CURB MOVES	CURB DOESN'T MOVE
Alternative B3: <ul style="list-style-type: none"> Raised Bike Lanes in both directions w/ amenity buffers 	Alternative C3: <ul style="list-style-type: none"> Street Level Bike Lanes in both directions w/ buffer zones

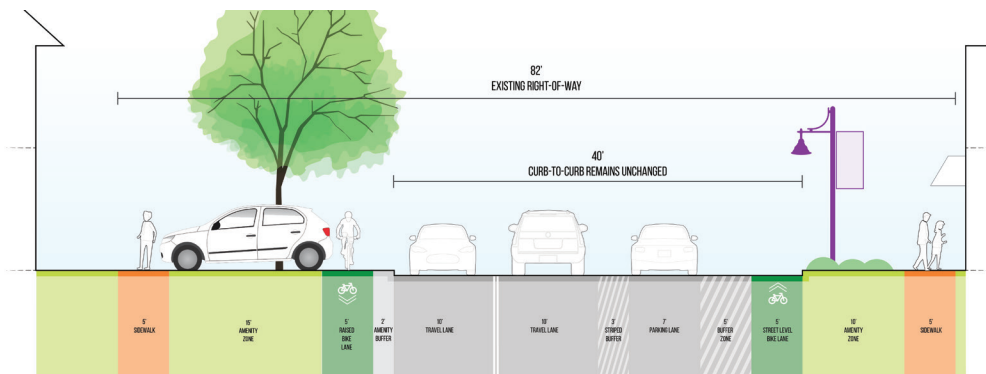
ALTERNATIVE B1 - RAISED BIKE LANES, BOTH CURBS MOVE



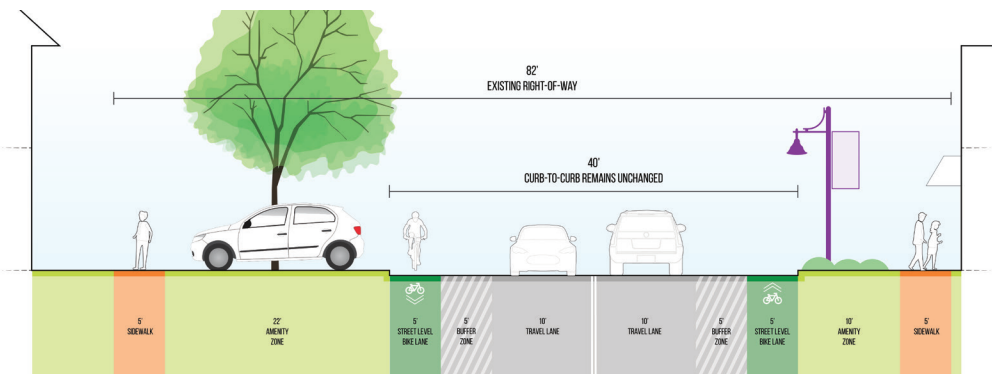
ALTERNATIVE B3 - RAISED BIKE LANES, BOTH CURBS MOVE



ALTERNATIVE B2 - RAISED BIKE LANE SB / STREET LEVEL BIKE LANE NB



ALTERNATIVE C3 - STREET LEVEL BIKE LANES, NO CHANGE TO CURB

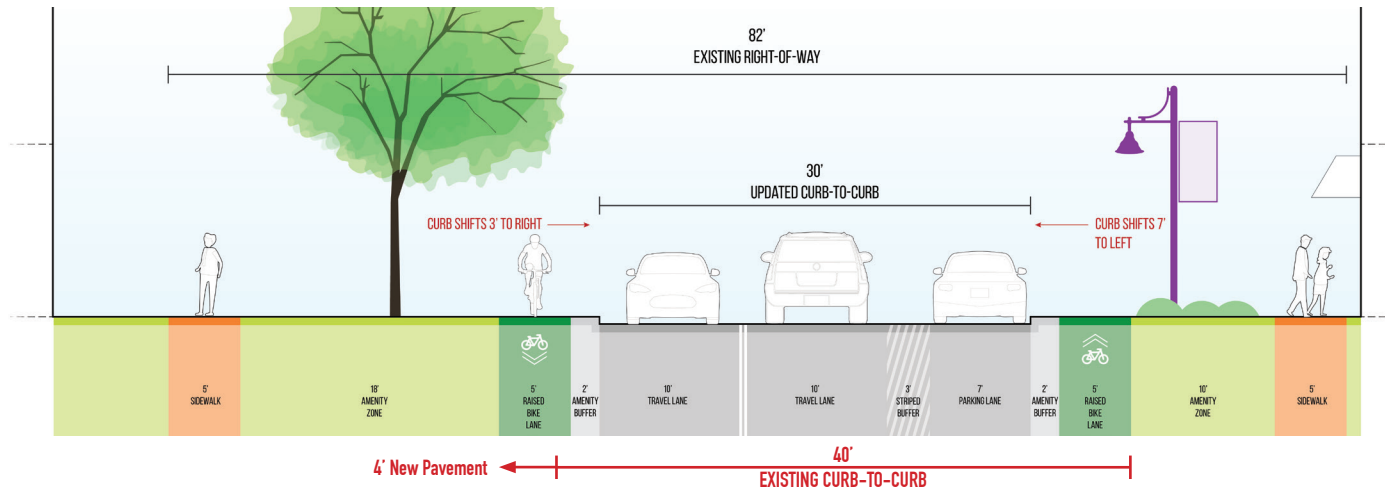


ALTERNATIVE CONCEPTS

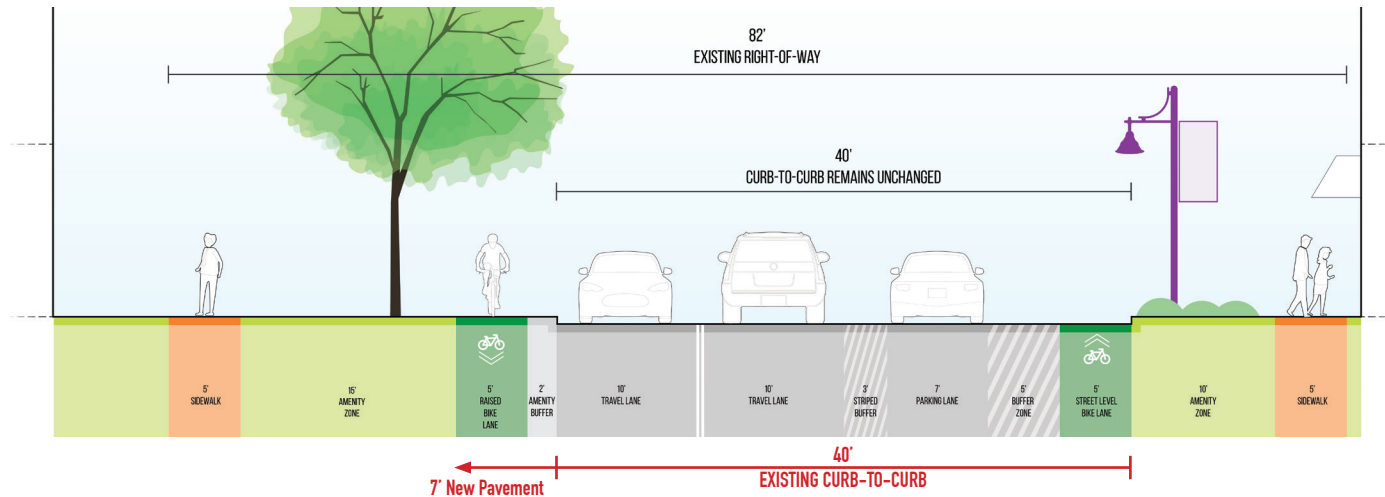
S ETON - NORTH OF LINCOLN OPTIONS

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ALTERNATIVE B1 - RAISED BIKE LANES, BOTH CURBS MOVE



ALTERNATIVE B2 - RAISED BIKE LANE SB / STREET LEVEL BIKE LANE NB

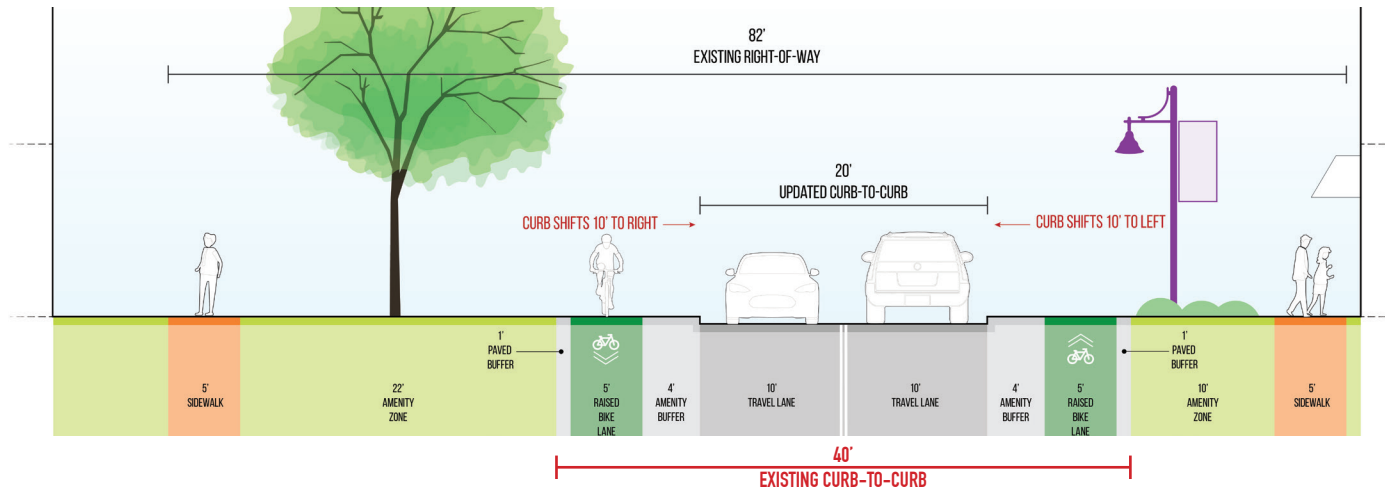


ALTERNATIVE CONCEPTS

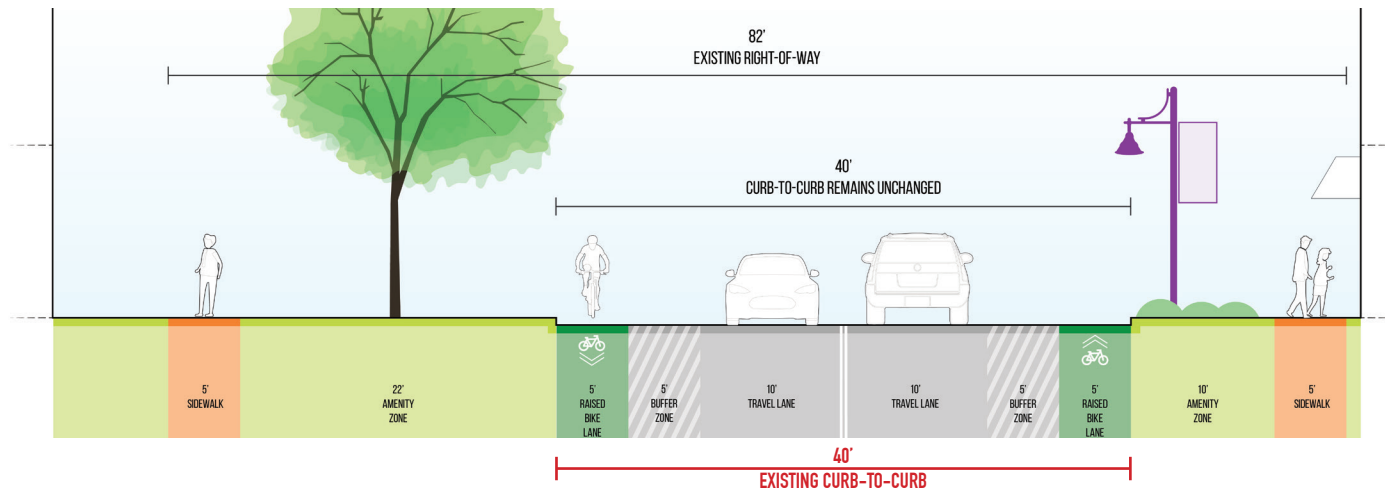
S ETON - NORTH OF LINCOLN OPTIONS

REMOVAL OF ON-STREET PARKING	
CURB MOVES	CURB DOESN'T MOVE
Alternative B3: <ul style="list-style-type: none"> Raised Bike Lanes in both directions w/ amenity buffers 	Alternative C3: <ul style="list-style-type: none"> Street Level Bike Lanes in both directions w/ buffer zones

ALTERNATIVE B3 - RAISED BIKE LANES, BOTH CURBS MOVE



ALTERNATIVE C3 - STREET LEVEL BIKE LANES, NO CHANGE TO CURB





MEMORANDUM

Department of Public Services

DATE: **March 29, 2023**

TO: **Parks and Recreation Board**

FROM: **Carrie Laird, Parks and Recreation Manager**

SUBJECT: **Parks and Recreation Master Plan Update-DRAFT Request for Proposals**

Staff has prepared a draft Request for Proposals (RFP) to update the City's five (5) year Parks and Recreation Master Plan for your review and comment. The intent is to post the RFP to MITN this week.

Items to note include:

- Interview/presentation of the top three (3) candidates at the May meeting
- Award contract May/June timeframe
- Kickoff with Consultant (June)
- Public Input Workshop/ Public Engagement ongoing throughout process
- Project Timeline: June-December
- Final Draft- 30 day review period
- Public Hearing at City Commission level
- Parks and Recreation Board adopts plan

ATTACHMENTS:

- Draft RFP- Parks and Recreation Master Plan Update



REQUEST FOR PROPOSALS
Parks & Recreation Master Plan Update

Sealed proposals endorsed "**Parks & Recreation Master Plan Update**", will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Thursday, April 27th at 3:00 PM** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from design professionals to update the City's existing five year Parks and Recreation Master Plan. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN: April 5, 2023
Deadline for Submissions: **Thursday April 27, 2023, 3:00 PM**
Contact Person: Carrie Laird, Parks & Recreation Manager
851 S. Eton
Birmingham, MI 48009
Phone: 248-530-1714
Email: claird@bhamgov.org



REQUEST FOR PROPOSALS
Parks & Recreation Master Plan Update

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INTRODUCTION

For purposes of this Request for Proposals (RFP), the City of Birmingham will hereby be referred to as "City" and the private consulting firm or firms will hereby be referred to as "Consultant."

The City of Birmingham is seeking the professional services of a firm to work with members of its Department of Public Services, Planning Department, Parks and Recreation Board, park(s) and facility stakeholders and residents to update an existing five-year Parks and Recreation Master Plan for adoption by Birmingham City Commission. The plan must be approved and accepted by the Michigan Department of Natural Resources in 2024. The final document must meet or exceed all Michigan Department of Natural Resources Grant program requirements.

The purpose of this RFP is to request sealed bid proposals from qualified candidates to prepare an updated five-year Parks and Recreation Master Plan. The bid proposal shall include presentation of qualifications, capabilities, and costs for providing services related to the development of an updated five-year Parks and Recreation Master Plan.

The City of Birmingham, Michigan is located approximately halfway between the City of Detroit and the City of Pontiac, in Oakland County. Easily accessible to all major freeways and the airport, Birmingham is also bordered by Bloomfield Hills, Bloomfield Township, Beverly Hills, Royal Oak and Troy. Birmingham is vibrant and prosperous, with a population of approximately 20,000. Covering only 4.73 square miles, our community is able to maintain the feel of a small town, while experiencing the benefits and amenities of an affluent urban area.

The updated Parks and Recreation Master Plan will drive City long range planning efforts, direct decision making and the redevelopment of parks, facilities, open space, and our recreation system over the next five (5) years. The new updated plan will provide a vision, goals, and objectives to guide the City's elected officials, residents and staff on future needs as they relate to parks, trails, and recreation.

The selected Consultant will be familiar with other relevant city plans and initiatives including, but not limited to:

- The [2018 Parks & Recreation Plan](#)
- The DRAFT Birmingham 2040 Plan <https://www.thebirminghamplan.com/>
- The [Multimodal Transportation Plan](#)
- The [Downtown 2016 Plan](#)
-

A team of city officials will evaluate the proposals. The top three firms based upon the evaluation will be invited to present their proposal to the Parks and Recreation Board on May 9, 2023 (new date) at 6:30 PM. (We need to push back the P & R Board meeting a week to have time to get this on the agenda)

It is anticipated that the selection of a firm will be completed by May or June 2023. An agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

SCOPE OF WORK

The selected Consultant will have the overall responsibility for the update of the City's Parks and Recreation Master Plan, lead the plan efforts and be responsible for the timely completion of the plan. This includes, but is not limited to, preparing and maintaining a detailed timeline, conducting outreach for the plan, leading public hearings, conducting presentations, and document creation.

Coordination of public outreach will be an essential component of this process. The Consultant will conduct robust public participation, including surveys, a project website, and conduct public meetings, and topic-specific meetings, as necessary. The Consultant shall seek diverse participation in the planning process; providing ongoing and understandable information for all participants while using a variety of communication channels to inform and involve the community. In addition, the Consultant will coordinate with key stakeholders, residents, and outside agencies that provide services and/or expertise within the City of Birmingham.

The Consultant will establish a plan that will address the needs of the community, the recently adopted strategic plan, and serve as a guide for future park and recreation activities and development. The plan must be approved and accepted by the Michigan Department of Natural Resources (MDNR) in 2024. The final document must meet or exceed all MDNR Grant program requirements.

The above scope outline is not necessarily all-inclusive and the Consultant shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project. Additional meetings with the Parks and Recreation Board and City Commission may be requested as needed.

PLAN CONTENT

The selected Consultant will take the lead role in all public forums, workshops, meetings and hearings. City staff will provide a supporting role during this process. It is expected that the consultant will utilize a variety of methods to gather inputs from stakeholders in the community, including but not limited to, Parks and Recreation Board meetings, public hearings, open houses, and through social media. The consultant will furnish all labor, materials, supplies and travel required in connection with the project.

The plan shall incorporate:

- Detailed Outline of Public Engagement Conducted
 - Describe research, contact, and engagement with audiences ranging from small groups of stakeholders to large in-person or virtual events open to the public.
 - Review findings of surveys and online tools

- Park and Facility Inventory and Assessment
 - Review the current condition of Birmingham's parks, facilities, trails, open space, parking infrastructure and park maintenance facilities.

- Identify Americans with Disability Act (ADA) improvements needed to parks, facilities and services.
- A complete review of all playgrounds shall be completed by a certified playground safety inspector.
- Community Needs Assessment
 - Review the recent [demographic analysis](#) prepared as part of the 2040 Draft Plan in order to forecast the community's interest and needs for long-range development of recreation facilities.
 - Identify existing and projected gaps in service and determine land, facility and service priorities.
- Community Inventory
 - Compile a complete and current inventory of parkland and recreation facilities, programs and services in the service area, including those provided by Birmingham and those offered by other providers. Note Oakland County Parks and State recreation facilities in close proximity to Birmingham.
- Recreation Facilities and Programs Service Levels Assessment and Recommendations
 - Provide an analysis of recreation facilities, programs and services with a focus on comparing the existing resources, revenues generated, communities needs/wants, policies and standards. This analysis is critical for determining facility, programming, and revenue strategies necessary to meet the needs of users while sustaining and preserving facilities.
- Recreation and Leisure Trends Analysis
 - Assess societal and local recreation and leisure trends and determine how those trends impact existing and projected user populations.
- Goals and Objectives
 - Assist in the modification and development of long-range goals and objectives to enable the Department of Public Services to meet the future needs of recreation areas, facilities, programming, staffing and the environment.
- Action Plan
 - Provide a prioritization plan for recommendation of possible acquisitions, divestitures, and development of parks
 - Include a capital improvement schedule to detail priorities for at least the next five years and possible funding sources.
 - Provide a Parks and Recreation facilities and maintenance operations analysis and recommendation.

The final plan will be prepared as a written report covering the process from goal development through recommendations, with detailed back up material as a part of the appendix. Consultant to prepare any necessary graphics for inclusion in the master plan such as renderings, maps, etc. Upon final approval of the plan by the City Commission and the MDNR, **NUMBER** hard copies of the plan will be provided by the Consultant along with an electronic version.

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the plan and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Consultant shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Thursday April 27, 2023, 3:00 PM** to:

City of Birmingham
Office of the City Clerk
151 Martin Street
Birmingham, Michigan 48009
Attn: Carrie Laird

One (1) electronic copy and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**Parks & Recreation Master Plan Update**". Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements of this RFP.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Introduction/Cover Letter
Prepare an introduction including a general demonstration of understanding of the scope and complexity of the required work. Include a statement on how the Consultant will provide services and address the scope of work contained herein. Describe the Consultant's ability to provide timely access and service to the City;
2. Project Team
Provide a narrative describing the roles of each project team member assigned to the project. The expertise and years of experience of each personnel must be clearly presented. Provide an organization chart of the team and resumes for all personnel who will have major project responsibilities;
3. Related Project Experience
Describe experience working with municipalities to develop master plans within the last five years, including references from at least two relevant communities where such projects have been completed. (Portions of sample plans prepared by the Consultant should be submitted with the proposal, up to a maximum of twenty-five (25) pages);
4. List of sub-contractors and their qualifications, if applicable;
5. Project Plan
Describe the firms' general approach and philosophy to master plan projects. Include a sequence of work for a project of this nature as well as typical milestones, key dates, and

number of meetings. Describe communication methods that your company will use to ensure expectations and timely completion are achieved.

6. Schedule

Include a proposed timeline and task list with estimated completion time of each task and estimated start and completion date based upon an estimated consultant award date of May or June 2023. (Parks and Recreation Board meeting dates and City Commission dates are attached for your information);

7. References

Provide at least three (3) references for projects with similar requirements to those outlined in this RFP. At least one (1) reference should include a contract with a City similar in size and population to the City of Birmingham;

8. Proposed Innovations

Suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. Discuss any ideas, innovative approaches, or specific new concepts included in the proposal that would provide a benefit to the City and the environment.

9. Signed Agreement (Attachment A);

10. Bidders Agreement (Attachment B);

11. Cost Proposal (Attachment C); and

12. Iran Sanctions Act Vendor Certification (Attachment D).

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Consultant's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered via email to Carrie Laird at claird@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification". All inquiries received will be answered and posted on MITN at least 3 days prior to the RFP submission due date.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder, and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number (if applicable). The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

DRAFT

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Consultant for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined/General Company Qualifications (30)
- Related Project Experience (20)
- Project Plan (15)
- Project Team (15)
- Cost of Services (5)
- Timeline and Schedule for Completion (10)
- References (5)

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not provide all required insurances within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Consultant for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Consultant will not exceed the timelines established for the completion of this project.

8. The successful bidder shall provide all required insurance as outlined in Attachment A.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to review and approve any work performed by the Consultant.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

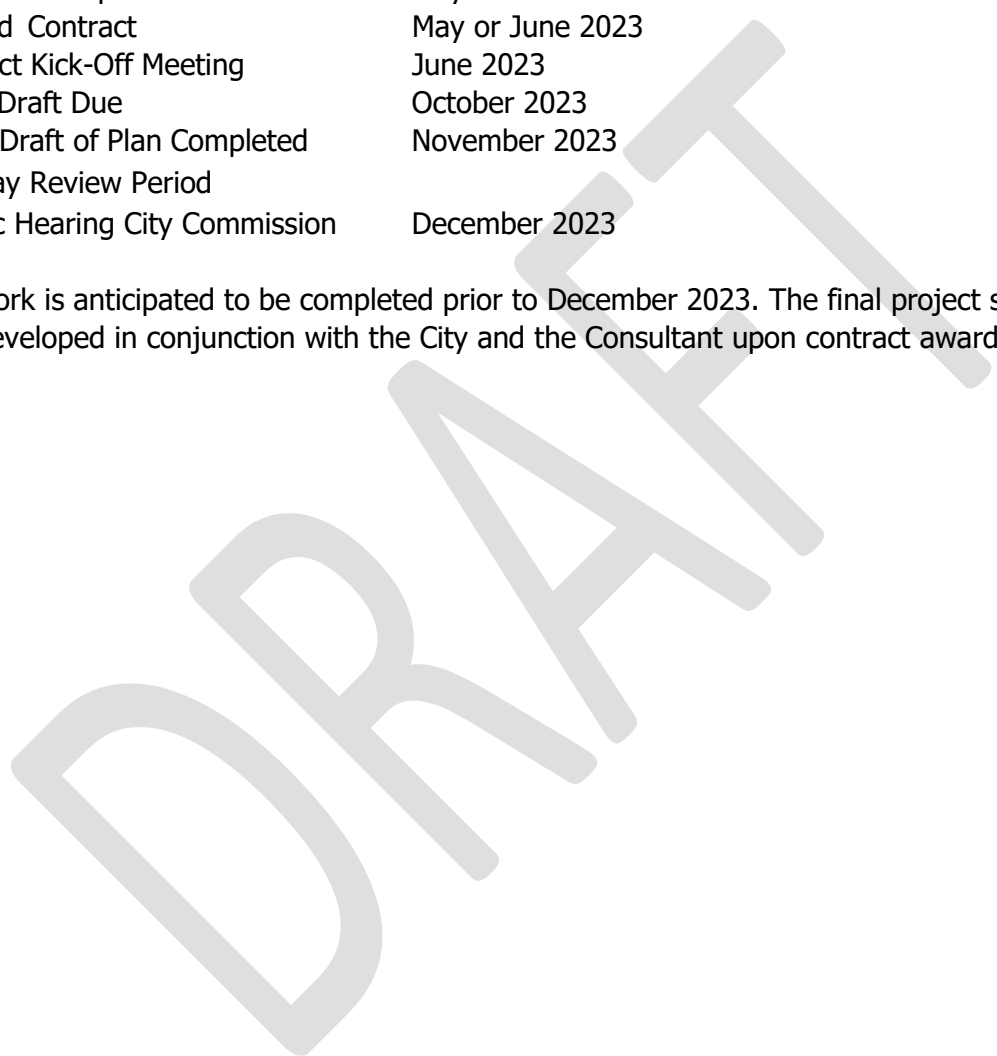
EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Consultant that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

ANTICIPATED PROJECT TIMELINE

Evaluate Respondents	May 2023
Award Contract	May or June 2023
Project Kick-Off Meeting	June 2023
First Draft Due	October 2023
Final Draft of Plan Completed	November 2023
30 Day Review Period	
Public Hearing City Commission	December 2023

All work is anticipated to be completed prior to December 2023. The final project schedule will be developed in conjunction with the City and the Consultant upon contract award.



**ATTACHMENT A
AGREEMENT
Parks & Recreation Master Plan Update**

DRAFT

AGREEMENT to Draft an Updated Parks & Recreation Master Plan

This AGREEMENT, made this _____ day of _____, 2023, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Consultant"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to perform an update to the City's five year Parks and Recreation Master Plan, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Consultant has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to prepare an updated five-year Parks and Recreation Master Plan;

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide services to update the City's five-year Parks and Recreation Master Plan and the Consultant's cost proposal dated _____, 2023 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Consultant for the performance of this Agreement in an amount not to exceed _____, and if deemed necessary and approved by the City, _____ per meeting (additional meeting cost), as set forth in the Consultant's 2023 cost proposal to perform the scope of work as contained in the RFP (Attachment A).
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Consultant and the City agree that the Consultant is acting as an independent Consultant with respect to the Consultant's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Consultant nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act

or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Consultant shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Consultant acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Consultant agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Consultant shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Consultant agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Consultant without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Consultant agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Consultant shall inform the City of all claims or suits asserted against it by the Consultant's employees who work pursuant to this Agreement. The Consultant shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Consultant shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - a. Workers' Compensation Insurance: Consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - c. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - e. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.
 - f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-

Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- g. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
 - i. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Consultant and any entity or person for whom the Consultant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested

in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
851 S. Eton
Birmingham, MI 48009
(248)-530-1700
Attn: Carrie Laird

CONSULTANT

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

CONSULTANT

By: _____

Its: _____

STATE OF MICHIGAN) COUNTY OF OAKLAND) ss:)	On this _____ day of _____, 2023, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement. _____ Notary Public _____ County, Michigan Acting in _____ County, Michigan My commission expires: _____
---	---

CITY OF BIRMINGHAM

By: _____
Therese Longe

By: _____
Alexandria Bingham

Its: _____
Mayor

Its: _____
Clerk

APPROVED

Scott D. Zielinski, PE, DPS Director
(Approved as to Substance)

Mark Gerber, Director of Finance
(Approved as to Financial Obligation)

Mary Kucharek, City Attorney
(Approved as to Form)

Thomas M. Markus, City Manager
(Approved as to Substance)

ATTACHMENT B
BIDDERS AGREEMENT
Parks & Recreation Master Plan Update

DRAFT

BIDDERS AGREEMENT Parks & Recreation Master Plan Update

In submitting this proposal, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
 2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.
-

PREPARED BY (PRINT NAME)

DATE

AUTHORIZED SIGNATURE

TITLE

EMAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

DRAFT

ATTACHMENT C
COST PROPOSAL
Parks & Recreation Master Plan Update

COST PROPOSAL Parks & Recreation Master Plan Update

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
Additional Meetings with City Staff and Boards	\$
Other -	\$
Other -	\$
GRAND TOTAL AMOUNT	\$

Firm Name: _____

Authorized Signature: _____ Date: _____

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
Parks & Recreation Master Plan Update

DRAFT

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

Parks & Recreation Master Plan Update

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY (PRINT NAME)

DATE

AUTHORIZED SIGNATURE

TITLE

EMAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE



BIRMINGHAM CITY COMMISSION 2023 MEETING SCHEDULE

MONTH	DAY	MEETING	LOCATION
January	9	Regular Meeting	Municipal Building
	21 (Sat 8:30 am)	Long Range Planning	Municipal Building
	23	Regular Meeting	Municipal Building
February	13	Regular Meeting	Municipal Building
	27	Regular Meeting	Municipal Building
March	13	Regular Meeting	Municipal Building
	27	Regular Meeting	Municipal Building
April	3	Regular Meeting	Municipal Building
	24	Regular Meeting	Municipal Building
	29 (Sat 8:30 am)	Budget Hearing	Municipal Building
May	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
June	5	Regular Meeting	Municipal Building
	12	Joint Commission/Planning Bd.	Baldwin Public Library
	26	Regular Meeting	Municipal Building
July	10	Regular Meeting	Municipal Building
	24	Regular Meeting	Municipal Building
August	14	Regular Meeting	Municipal Building
	28	Regular Meeting	Municipal Building
September	11	Regular Meeting	Municipal Building
	18	Regular Meeting	Municipal Building
October	2	Regular Meeting	Municipal Building
	16	Regular Meeting	Municipal Building
	23	Joint Commission/Planning Bd.	Baldwin Public Library
November	13	Regular Meeting	Municipal Building
	27	Regular Meeting	Municipal Building
December	4	Regular Meeting	Municipal Building
	18	Regular Meeting	Municipal Building

•All meetings are scheduled to begin at 7:30 PM unless otherwise noted. The public may participate in person or virtually through ZOOM:

<https://zoom.us/j/655079760>
Meeting ID: 655 079 760

•Approved minutes of the City Commission are available in the City Clerk's Office and on the City website at www.bhamgov.org.

Municipal Building, 151 Martin, Birmingham, MI 48009
Baldwin Public Library, 300 W. Merrill, Birmingham MI 48009

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

2023 Parks and Recreation Board Meeting Dates

WILL BE HELD AT THE DPS CONFERENCE ROOM
AT 851 SOUTH ETON
AT 6:30PM

January 10, 2023

February 7, 2023

March 7, 2023

April 4, 2023

~~**May 2, 2023**~~

May 9, 2023

June 6, 2023

July 11, 2023

August 1, 2023

September 12, 2023

October 3, 2023

November 14, 2023

December 5, 2023

January 9, 2024

AMMENDED PARKS AND RECREATION BOARD
OF
CITY OF BIRMINGHAM, MICHIGAN

RULES OF PROCEDURE

Article I – Organization

- A. The parks and recreation board consists of the city manager and the director of public services or their designated representatives as nonvoting ex-officio members, and seven members, who are electors in the city, appointed by the city commission.
- B. The members of the parks and recreation board shall be appointed except to fill vacancies, for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the unexpired term.
- C. Annually, the members of the board shall meet in regular session and elect from the members a chairman who shall be the presiding officer of the board, and a vice-chairman who shall serve in the absence of the chairman.
- D. A secretary who shall keep and maintain the minutes and records of the board shall also be elected. The secretary need not be a member of the board. The terms of office for such officers shall be one year and until their successors have been elected and there shall be no limitation upon successive elections of the same person to any office. The ex-officio members of the board may not act as chairman or vice-chairman but may act as secretary.

Article II – Meetings

- A. The parks and recreation board shall set a time for a regular meeting which will be held at least once each month and shall determine the manner in which special meetings may be noticed and held. A quorum for the transaction of business at the regular and special meetings shall be five members, at least one of whom shall be an ex-officio member or a designated representative.
- B. All meetings of the parks and recreation board are open to the public.

Rules for, “Open To The Public for Items Not Appearing On the Agenda.
Two minutes per person.

- No one may speak a second time until everyone in the audience has spoken.
- The chairperson may alternate speakers pro & con on issues being discussed.

- C. The parks and recreation board agenda items shall be limited to six items. Limitations upon the number of agenda items to be accommodated will allow the parks and recreation board and staff sufficient opportunity to review.

Procedure for submitting agenda items:

- All items appearing on the agenda must be submitted in writing to the Birmingham Ice Sports Arena, by 5:00 p.m. Monday one week prior to the meeting.
- Agenda items are provided from three sources:
 - a. Staff
 - b. Parks and Recreation Board members
 - c. Public

- D. The order of business at parks and recreation board meetings shall be as follows:

1. ~~Call to order~~
2. ~~Roll Call~~
3. ~~Approval of the minutes~~
4. ~~Open To The Public for Items Not Appearing On the Agenda~~
5. ~~Agenda Items~~
6. ~~Communications~~
7. ~~Unfinished Business~~
8. ~~New Business~~
9. ~~Adjournment~~

- D. Amended order of business at parks and recreation board meetings shall be as follows:

1. Call To Order
(Official start to meeting)
2. Roll Call
(Verification of board members present for quorum)
3. Announcements, Introductions of Guests & Chairpersons Comments
(Chair reads off any general announcements provided to the board. This is the time for recognition of public items, such as citizen accomplishment and should be submitted in advance to be added to the packet.)
(Chair has staff introduce any new staff or consultants present for the meeting tonight.)
4. Open to the Public for matters not on the Agenda
(As read, public is allowed to speak about anything not on the agenda.)
5. Approval of Minutes
6. Unfinished Business
(Topics that were tabled at a previous meeting and brought back for continued discussion.)

7. New Business

(Any new presentations or general project updates typically has a presentation of some kind. Items do not always require actions by the board.)

8. Miscellaneous Communications

(General commentary to the reception and review of a communication from the public. Items in this category should be reviewed prior to meeting (if additional follow-up is required items should be requested by the board during “Items for Next Meeting”)

9. Reports from Staff

(General review of any reports the staff may provide for informational use. Quick review provided by city staff for updates.)

10. Items for Next Meeting

(Items board members would like to have more information presented at future meetings, staff may require additional time for presentation resulting in topics being held a future meeting not necessarily at the next meeting.)

11. Adjournment

(End of meeting)

Article III – Notification of Meetings

- A. Public notice of all special meetings of the parks and recreation board, including starting date, time and place of such meetings shall be posted at least eighteen (18) hours prior to the meeting.

Article IV – Scope of Authority

- A. The parks and recreation board is a non-administrative board serving in an advisory capacity. In that capacity, the board may make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department, park, or recreation facility except as specifically provided in this article.

Article V – Objectives & Duties

- A. The parks and recreation board shall promote a recreation program and a park development program for the city. In carrying out these objectives it shall:
 - 1). Serve as a forum for the consideration of policy matters related to the operation of a parks and recreation program.
 - 2). Advise the public with regard to the policies established by the city commission relating to the park and recreation program.

- 3). Serve in advisory capacity to the city commission in regard to all matters affecting parks and recreation which are referred to it by the city commission.
- 4). Recommend to the city commission a recreation program, fee schedules, and the adoption of a long-range program for the development of park areas and facilities.
- 5). Recommend to the city commission hours of operation and allocation of facility use.

Article VI – Regulations

- A. The parks and recreation board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals and welfare of the public. The violation of any such duly adopted rule or regulation by any party shall be deemed to constitute a violation of this section.

Article VII – Compensation

- A. All members of the parks and recreation board, except ex-officio members, shall serve without compensation.

Article VIII– Amendments

- A. These Rules of Procedure may be amended at any regular meeting of the parks and recreation board upon the affirmative vote of five members.

Adopted 5/8/01
Jane moved Bill seconded 5-0 vote

Amended 12/6/22
Graham moved Lipp seconded 7-0 vote



Parks and Recreation Board Agenda
Department of Public Services
851 South Eton-Conference Room
Tuesday, April 4, 2023
6:30 PM

- I. Call to order**
- II. Roll Call**
- III. Announcements, Introductions of Guests & Chairpersons Comments**
- IV. Open To The Public for Items Not On the Agenda** (*two minutes per person*)
 - No one may speak a second time until everyone in the audience has spoken.
 - The chairperson may alternate speakers pro & con on issues being discussed.
- V. Approval of the minutes of:** Tuesday, March 7, 2023 (*regular meeting*)
Tuesday, March 28, 2023 (*special meeting*)
- VI. Unfinished Business**
- VII. New Business-** *Written and submitted by 5pm Monday at the Birmingham Ice Sports Arena, one week prior to the meeting.*
 1. South Eton Construction-Corner of S. Eton and E. Lincoln
 2. Amend the May 2, 2023 Parks and Recreation Board meeting date to May 9, 2023.
 3. Parks and Recreation Draft Master Plan RFP
 4. Parks and Recreation Board Rules and Procedures
- VIII. Miscellaneous Communications**
 1. Email received from Diane Smith
- IX. Reports From Staff**
 2. Prescribed Burn -Barnum Park
 3. Zamboni Purchase
 4. mParks Foundation Play Is Essential Grant
 5. Oakland County Parks and Recreation 2023 Grant Program Opportunities
- X. Items for Next Meeting**
- XI. Adjournment**

Individuals requiring accommodations, such as interpreter services, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 at least one day in advance of the public meeting.
Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública.
(Title VI of the Civil Rights Act of 1964).

*If you cannot attend the meetings, please contact Connie Folk at the Birmingham Ice Arena (248) 530-1642.
Minutes are available for review at the Birmingham Ice Sports Arena, 2300 East Lincoln, Birmingham, MI 48009*

PARKS & RECREATION BOARD MISSION STATEMENT

The Parks and Recreation Board strives to provide opportunities for the enjoyment, education, and inspiration for present and future generations of residents and visitors through stewardship of natural, cultural and recreational resources. By continuously elevating the beauty and quality of the parks and recreation system of Birmingham, the Parks and Recreation Board will promote health and wellbeing, and strengthen the community.

The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial

transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through

ZOOM: <https://zoom.us/j/98191466679> **Meeting ID:** 981 9146 6679

You may also present your written statement to:

City of Birmingham, Parks and Recreation Board

851 South Eton, Birmingham, Michigan 48009 prior to the meeting.

DRAFT

Suggestions for your Next meeting

1 message

Diane Smith <dianesmith5912@yahoo.com>
To: "cfolk@bhamgov.org" <cfolk@bhamgov.org>

Mon, Mar 27, 2023 at 3:25 PM

Dear Parks and Rec Board,

I am Diane Roach Smith, and I live in the Torry area by Northeast corner of Lincoln and Eton and Kenning Park. I was wondering if it was possible to put some Benches around The Green space Park area at the North East Corner of Lincoln and Eton, as well as some signage to designate the park?

All around Birmingham especially west of Woodward the Parks have these things. Torry as a community has many residents and if you want to sit at the small park on the corner one has to bring a blanket. And yes people do use this piece of Park Space.

There are Benches along Lincoln in the area as well as in front of Griffin Claw. It is disappointing that our area 2 parks are not up to par compared to the rest of Birmingham Parks.

In Kenning Park the sidewalk ends before the park so if you have a wagon or a stroller you have to Lift your wagon stroller or bike over the mud and the un-even terrain.

My family loves the Corner Park lot as well as Kenning Park. We can Walk to both parks very easily. But because of the limitations we find ourselves getting into the car to go to the "nicer Parks in Birmingham"

I am hoping it is possible to have some as some Benches and a sign for our Corner Park as well as some improvements to Kenning Park Mobility and accessibility.

Best Diane Roach Smith



MEMORANDUM

Department of Public Services

DATE: March 3, 2023

TO: Thomas M. Markus, City Manager

Approved By: Scott D. Zielinski, DPS Director

FROM: Carrie Laird, Parks & Recreation Manager
Connie J. Folk, Recreation Coordinator

SUBJECT: Zamboni Ice Resurfacer Purchase

INTRODUCTION:

The Birmingham Ice Sports Arena operates a Zamboni year-round since re-opening in November, 2021. The Zamboni is the single most important piece of equipment for the Birmingham Ice Sports Arena and its reliability is critical for insuring safe and smooth ice conditions. This Zamboni is operated seven days per week at about fifteen (15) times per day resurfacing ice.

BACKGROUND:

The current 2012 Zamboni with a Hyundai engine has 5,700 hours of usage. In April of 2022, the header had to be replaced and the Zamboni was sent out for service. After several months it was returned in September, 2022 just to be resent out as the header failed and had to be rebuilt. The Zamboni was returned shortly thereafter in October 2022 and has been running without any issues. The current Zamboni is eleven (11) years old and has a Hyundai engine which Zamboni no longer builds hence the reason for the delay as replacement parts are unavailable and why the header had to be rebuilt. The City of Birmingham has purchased Zamboni's in 1972, 1987, 1997, 2012. The new Zamboni would be our fifth Zamboni over the past forty-nine years.

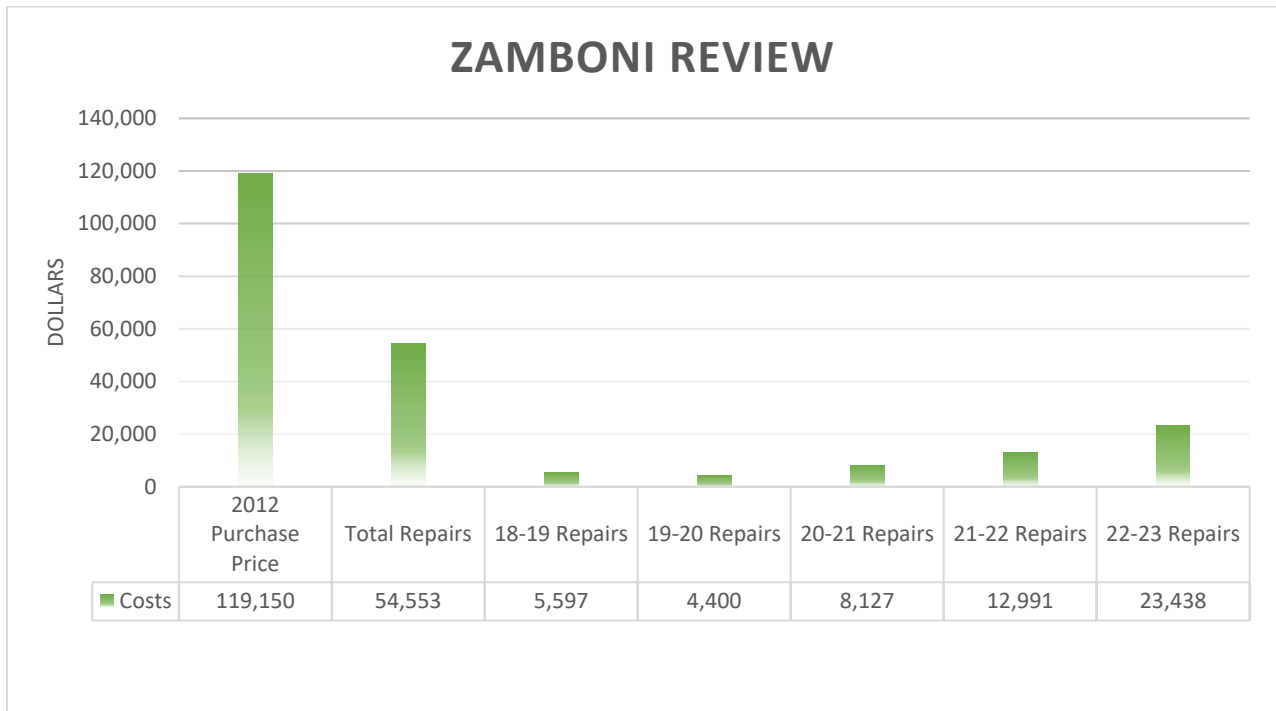
When the Zamboni was out for service in September 2022 a spare Zamboni was borrowed from Orchard Lake St. Mary's Ice Arena until our service company in Kalamazoo was able to provide a rental unit for our use. In doing so, there was no disruption to the arena facility operations and programs.

The Birmingham Ice Arena generates approximately \$430,000 in annual main ice rental revenues and poor ice conditions or cancellations would result in and be a leading cause in revenue reductions. On a weekly average the ice arena generates \$14,360 in rentals which includes main ice arena rentals, open skates, skate rentals and concessions. The estimated loss revenue does

not include studio skating classes or private parties in the studio ice arena that would have to be cancelled.

If the current 2012 Zamboni fails, the cost to rent a Zamboni from our service company in Kalamazoo would be \$750/per week. Another option is to rent an 84" Olympia ice resurfacer from the Hartland Ice House Arena for \$2,800/per week. The problem with renting the 84" Olympia ice resurfacer is the turning radius would be a close fit maneuvering between the studio and main arenas and our dump site because of the way the facility is set up.

The chart below describes the costs related to our existing Zamboni.



Staff began researching ice resurfacer equipment in 2022, recognizing the need for a new machine. This included speaking with and visiting other ice arenas both public and private, including U of M, Yost in Ann Arbor, Bowling Green University, OH and other local rinks in our area. Bowling Green University currently utilizes an Electric Zamboni with lithium ion batteries. Staff was able to see it in action and discuss in detail the performance and operational functionality. We also reviewed the propane run resurfacers like we currently have. While propane burns clean, the changing out of tanks can be burdensome, and it does require regular cleaning of the lines to keep performance up. Propane tanks must be refilled, creating a larger carbon footprint than the electric which is easily plugged in.

We requested a proposal from Zamboni, Inc. a provider of a governmental cooperative pricing arrangement, for an electric Lithium-Ion battery machine and also, as an alternative, a propane run Zamboni. Only one company manufactures Zamboni and there is about a seventeen month production for an electric Zamboni once the order is placed.

LEGAL REVIEW:

The City Attorney has reviewed the purchase agreement with Zamboni and has no objections to its form or content.

FISCAL IMPACT:

Equipment rental charges annually assessed to the Birmingham Ice Arena amount to approximately \$35,000 /year for the replacement of the Zamboni. This amount is charged to the Ice Arena Equipment Rental or Lease line item and is placed in the city's equipment fund for such items as maintenance and repairs, fuel and eventual replacement.

The base price of the electric unit is \$132,750 and with the additional deemed necessary optional equipment the total cost is \$192,718.80 with the Sourcewell governmental cooperative pricing. This purchase includes the required electrical charging station. The City is responsible for upgrading the electrical outlet to power the charging system for the Zamboni. Additionally, the price includes a 2-year subscription to Zamboni Connect, a software program designed to alert the customer and Zamboni to any necessary maintenance requirements for the resurfacers. Another attachment, Level Ice, helps the equipment operator to set the blade at the right level and adjusts automatically to the conditions of the ice ultimately resulting in more efficient operation of the equipment and less water usage.

The lithium batteries life span is 10 years with a replacement cost of \$20,000.

Alternatively, the price for a propane Zamboni like we currently have with the additional deemed necessary attachments is \$144,252.30.

Propane Zambonis are considered cleaner than those that are run by natural gas, a third option that we are not considering, however both create pollutants from the engine running. A short video about how electric ice resurfacers prevent toxic fumes can be found [here](#). The Department of Public Services has been satisfied with propane Zambonis over the years, however, because the lithium ion battery electric option is available and has proven to be successful for a period of at least 3 years, comes with a warranty of 2 years or 2,000 hours, is easy to use and charge, has zero emissions and is more sustainable, we are making the recommendation to purchase this electric model.

DPS has requested this purchase be included in the 2023-2024 Budget in the Auto Equipment Fund account #661.0-441.006-971.0100.

A \$25,000 deposit is required with placing the order for a new Zamboni. Money is available this current year in the above account for the deposit.

PUBLIC COMMUNICATIONS:

This purchase does not require Public Communications.

SUMMARY:

The Department of Public Services recommends the purchase of the Electric Zamboni model 552 AC (lithium batteries) and attachments as described in the proposal for a total purchase price of \$192,718.80. This model features zero battery maintenance and lithium-ion power that combine for the ultimate upgrade to the world's most popular electric ice resurfacers. Lithium-ion batteries

charge quickly between resurfacings, eliminating the need for overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. This model has strong conveyor performance at any speed.

There is a twenty-four (24) month or 2,000 hour warranty, whichever comes first.

Once ordered, shipment is 500 days or sooner.

ATTACHMENTS:

- Purchase agreement between Zamboni Company USA Inc. and the City including the required Insurances
- Attachment A of Agreement: Proposal from Zamboni

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the agreement with Zamboni Company USA, Inc. for the purchase of an Electric Zamboni model 552 AC lithium battery option in the amount not to exceed \$192,718.80. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been requested and budgeted in account #661.0-441.006-971.0100 for the 2023-2024 fiscal year.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM &
ZAMBONI COMPANY USA, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Zamboni Company USA, Inc., 15714 Colorado Ave., Paramount, CA 90723 USA, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase for its ice arena one (1) Model 552 AC Lithium Ion Electric Zamboni with additional equipment, as more fully described in Attachment "A" through a governmental cooperative purchasing arrangement; and

WHEREAS, Vendor has qualifications that meet the purchase requirements and has provided a response and cost proposal.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Vendor's Quotation shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this agreement and the Vendor's Quotation, the terms of this Agreement shall prevail.

2. WARRANTY: This Agreement shall have a warranty for the Model 552 AC Electric Zamboni described in Attachment A for a term of twenty-four (24) months from the date of acceptance or 2000 hours, whichever comes first, parts replacement only. The products offered shall be standard new equipment, current model or most recent regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Vendor further warrants and represents that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error free in operation and guaranteed against faulty material and workmanship for the warranty period, or for two (2) years from the date of acceptance, or 2000 hours, whichever comes first. During the project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by Vendor at no cost or expense to the City.

3. TERM: This is an outright purchase and shall have no term.

4. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. A \$25,000 deposit will be invoiced with the order. Shipment 500 days or sooner from receipt of order. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

5. PERSONNEL: Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT VENDOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Vendor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: The Vendor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Vendor is subject, Vendor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Vendor including its

employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

10. STANDARD INSURANCE REQUIREMENTS: The Vendor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Vendor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Vendor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Vendor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

D. Proof of Insurance Coverage: Vendor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

E. Maintaining Insurance: Upon failure of the Vendor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

11. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski

Vendor: Zamboni Company, Inc.
15714 Colorado Ave.
Paramount, California 90723 USA

12. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

13. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

14. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

15. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

16. FAILURE TO PERFORM. If Vendor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

17. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory

arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

18. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated February 16, 2023, to the governmental cooperative purchasing arrangement. In the event of a conflict in any of the terms of this Agreement and the Vendor's February 16, 2023 response, the terms of this Agreement shall prevail.

19. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK

20. **IN WITNESS WHEREOF**, the parties hereto agree to be bound by the above terms and conditions, and Vendor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Zamboni Company USA, Inc.

By: [Signature]

Its: REGIONAL SALES MANAGER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2023, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan

SEE NEXT PAGE

My commission expires: _____

CITY OF BIRMINGHAM:

APPROVED:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

[Signature]
Thomas M. Markus, City Manager
(Approved as to substance)

[Signature]
Scott D. Zielinski, PE, DPS Director
(Approved as to substance)

[Signature]
Mary M. Kucharek, City Attorney
(Approved as to form)

[Signature]
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

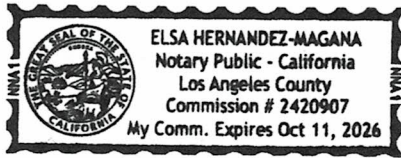
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 08th day of March, 2023, by
Date Month Year

(1) Douglas L. Peters

(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

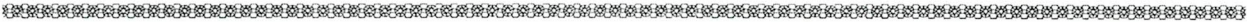
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Equipment Purchase

Document Date: March 08, 2023 Number of Pages: 04

Signer(s) Other Than Named Above: N/A



ATTACHMENT A

ZAMBONI COMPANY USA, INC.

15714 Colorado Ave. Paramount, CA 90723 USA ☎ +1 562 633 0751 📠 +1 562 633 9365 🌐 zamboni.com

February 16, 2023

Connie J Folk
City of Birmingham
2300 East Lincoln
Birmingham, MI 48009



PROPOSAL

“The principal product you have to sell is the ice itself.”

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder’s commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 552AC:

Clean ice. Clean air. Clear choice. Building upon the solid reputation of its predecessor, the Model 552AC features worry-free AC motors and controls, introducing new efficiencies and virtually eliminating associated maintenance. The battery package is easy to access and maintain. Proven and dependable controls built for tough industrial applications. Microprocessor controlled smart chargers deliver long battery life. The Model 552AC provides a low maintenance option for your high maintenance surface.

MODEL 552AC LITHIUM-ION (OPTIONAL):

Zero battery maintenance and lithium-ion power combine for the ultimate upgrade to the world’s most popular electric ice resurfacer. Lithium-ion batteries charge quickly between resurfacings, eliminating overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. Strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing machines facilitates savings of time and valuable resources.

ZAMBONI®

QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are also available online. Please copy the web links below into your browser.
https://zamboni.com/wp-content/uploads/specs/552AC_specs.pdf
https://zamboni.com/wp-content/uploads/specs/552AC_Lithium-ion_specs.pdf

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Paramount, California by Zamboni Company USA, Inc., a United States company.

WARRANTY:

Twenty-Four (24) months or 2,000 hours, whichever comes first, parts replacement only.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at www.zamboni.com to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-552ac

zamboni.com/options

zamboni.com/machines/model-552ac-lithium-ion

Zamboni 552AC **\$ 132,750.00**

STANDARD EQUIPMENT INCLUDES:

Aluminum Wheels, Guide Wheel, Black Powder Coated Conditioner, Parking Brake, Conditioner Poly Side Plate, Spare Tire & Wheel Assembly, (2) 77" Blades

ADDITIONAL EQUIPMENT:

Lithium Ion Battery in Lieu of Lead Acid	\$ 13,200.00
Back Up Alarm	\$ 750.00
Board Brush	\$ 6,185.00
Power Brush Fill	\$ 400.00
Wash Water System w/ Poly Tank	\$ 5,175.00
Electronic Water Level Sight Gauge	\$ 535.00
Snow Tank Light	\$ 450.00
Advanced Water System	\$ 5,565.00
Tire Wash System	\$ 1,510.00
Auto Snow Breaker	\$ 1,890.00
Stainless Steel Water Distribution Pipe	\$ 430.00
Viscous Coupling Drive Shaft	\$ 1,825.00
Zamboni Connect (Includes 2-year subscription)	\$ 2,375.00
Level Ice (installation & training additional)	\$ 21,000.00
Subtotal	\$ 194,040.00
Less Sourcewell Discount	\$ (-5,821.20)
Transportation (Estimate. Transportation to be adjusted at time of shipment.)	\$ 4,500.00
Total	\$ 192,718.80

F.O.B:

Paramount, California USA

TERMS:

\$25,000.00 deposit with order, balance Net 30 days from date of shipment. Shipment 500 days or sooner from receipt of order. Pricing firm for 30 days. Pricing does not include any applicable sales tax.

THANK YOU:



Doug Peters,
Regional Sales Manager

February 16, 2023

Date

Zamboni Company USA, Inc.

15714 Colorado Ave. Paramount, California 90723 USA
Phone: +1 562 633 0751 Fax: +1 562 633 9365



Carrie Laird
Birmingham Parks & Recreation
851 South Eton
Birmingham, MI 48009

Carrie,

Thank you for your interest and application for the mParks Foundation Play is Essential Grant. We announced the winners at the 2023 mParks Annual Conference and Trade Show during the Wednesday All-Conference Lunch. We are pleased to award you \$2,000 for for two (2) seat backs for a sea-saw and a stationary cyler.

Please know that a check for the amount listed above will be mailed to you in advance of your project. Upon completion of your project, you must complete the attached Play is Essential Report Form which includes the close-out requirements including proof of mParks Foundation recognition and a photo of the equipment installed at your park location.

We thank you for your application and congratulations!

A handwritten signature in black ink, appearing to read 'Mike Hoffmeister'.

Mike Hoffmeister, CPRP
mParks Foundation Chair



2023 Grant Program

Guidance for Applicants

OAKLAND COUNTY PARKS
Great Parks for Great People



Update: February 27, 2023

General contact information:

website: OaklandCountyParks.com

phone: 1-888-OCPARKS

email: OCParks@oakgov.com

2800 Watkins Lake Road
Waterford, MI 48328

Parks Commission

The Oakland County Parks and Recreation Commission was established by Public Act 261 of 1965. Founded in 1966, the commission is the policymaking board that oversees the system's 6,700 acres. Commissioners are tasked with allocating resources throughout 14 parks, and making decisions about purchasing park land, constructing facilities, preserving maintenance standards, and developing innovative programs and services.

The vision of the Oakland County Parks and Recreation Commission is that everyone in Oakland County has access to a park, public space, or recreational opportunity to relax, be active, socialize, and connect with nature.

Oakland County Parks, programs, services, and facilities are made possible by millage funds supported by Oakland County residents. For a home or business valued at \$200,000, the homeowner pays approximately \$35/year to support Oakland County Parks and Recreation.

Current Parks Commission Members:

Gary R. McGillivray – Chairman, J. David Vanderveen – Vice Chairman, Ebony Bagley – Secretary, Christine Long – Executive Committee Member, Yolanda Smith-Charles, Andrea LaFontaine, Jim Nash, Nancy L. Quarles, E. Lance Stokes

For information about the Oakland County Parks and Recreation Grant Program, please contact:

Donna Folland
Supervisor – Planning and Resource Development
(248) 736-9087
follandd@oakgov.com

Kate Layton
Community Liaison
laytonk@oakgov.com

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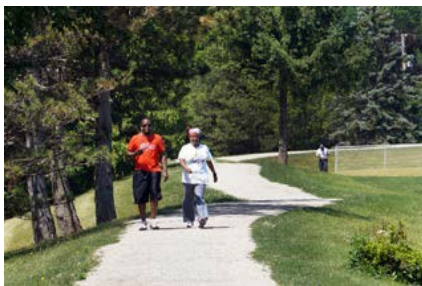
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Introduction

The Oakland County Parks and Recreation (OCPD) Grant Program was created to assist local communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County. OCPD's [Parks and Recreation Master Plan 2023-2027](#) identifies four core values that provide additional guidance for the Grant Program:

- Diversity, equity, and inclusion
- Environmental sustainability and natural resources stewardship
- Health and wellness
- Fiscal responsibility and organizational excellence

For the 2023 OCPD Grant Program cycle \$650,000 will be available for grants. Unlike in 2022, there is no pre-determined split between trails and park projects.



Schedule



Request for Proposals

March 1, 2023



Grant Applications Due Online

April 21, 2023, by 5 p.m.



Award Announcement

June 8, 2023



Project Period Begins

Upon execution of grant agreements



Project Period Ends

Date on executed grant agreement



Final Report Due

60 days after project period end date

Grant Program Overview and Eligibility

Grant Program Goals

The goal of the OCPR Grant Program is to support city, village, or township park projects that promote and provide public outdoor recreation opportunities. This includes pre-development projects (planning/design/engineering) as well as development (construction) projects.

Grant Requirements

- Applicant and location must meet the [applicant eligibility requirements](#).
- Grant projects must be identified in an approved/adopted plan including, but not limited to, 5-year Parks and Recreation Plan, Capital Improvement Plan, Trailways Master Plan, Complete Streets Plan, Pathways Plan, or Community Master Plan.
- Applicant must have control over the project site.
- Communities should submit only one application per cycle.
- Grant projects must meet the criteria for one of the four listed [eligible project types](#) and not include any of the [ineligible project types or expenses](#).
- Acknowledgement is required that OCPR grant program projects are reimbursement grants. Grantees are responsible for all cost overruns, or any additional costs needed to complete the project that are not identified in the submitted project budget.
- Pre-development Grants involve activities prior to construction of an eligible project including, but not limited to, design, preliminary engineering, Phase 1 or 2 Environmental Site Assessments, public engagement, and construction plans.
- Development Grants involve activities commencing with the construction of an eligible project.
- Grant projects can create new or renovate existing park or trailway facilities (so long as the need for renovation is not due to poor maintenance, design, or construction).
- Construction management and permit fees associated with Park Improvement projects are eligible expenses for reimbursement (not to exceed 15%).
- Grant must meet the [grant limits and match requirements criteria](#).
- Public engagement is encouraged but not required. Projects with public engagement that demonstrates support for the project will score higher.
- Letters of support are encouraged but not required. Projects with letters of support will score higher.
- A resolution is no longer required at the time of application. However, if a grant is awarded, a certified resolution from the grantee's highest governing authority will be required accepting the grant prior to OCPR signing grant agreements.
- Completed applications should be e-mailed to OCPR Community Liaison Kate Layton at laytonk@oakgov.com. You will receive a confirmation e-mail within 48 hours indicating your application was received. If your application file size is too large to e-mail, reach out to Kate Layton for file-sharing options. Applications should be submitted by April 21 at 5 p.m.

Applicant Eligibility Requirements

- Grant Projects must be located in Oakland County, Michigan.
- The Grant application must be submitted by a city, village, or township in Oakland County. The State of Michigan, school districts, regional authorities, federally recognized Native American tribes, colleges, universities, private recreation providers, land conservancies, and conservation districts are NOT eligible.

Eligible Project Types

Eligible project types are defined below:

1. Projects that create new park facilities or renovate existing park facilities and must promote or involve fishing, hunting, beaches, boating access, picnic areas, winter sports areas, playground equipment, ball fields, court sports, skate parks, sports fields, disc golf, park trails, or spray parks/splash pads.
2. Projects that support/improve the user experience within a park, including but not limited to, nature interpretive buildings, visitor centers, restrooms, trailheads, parking areas, or maintenance/equipment storage buildings.
3. Projects that close gaps, make connections, and/or improve the user experience within planned trail networks and systems in Oakland County. Eligible trailway projects include a non-motorized trail, path, pathway, shared-use path, pathway connector, on-road bike facility, water trail.
4. Projects that support/improve the user experience within planned trail networks and systems in Oakland County. Trail-related amenities include, but are not limited to, trailheads, pedestrian-activated traffic control devices, bike racks, bike repair stations, wayfinding signs, bridges, boardwalks, tunnels, and benches.

Ineligible Project Types and Expenses

Funding will not be provided for the following projects:

1. Indoor recreation facilities (except those that support outdoor recreation)
2. Land acquisition
3. Stadiums for professional sports
4. Art displays
5. Decorative fountains
6. Facilities for historical interpretation
7. Projects that would create an unfair competitive situation with private enterprise
8. Invasive species removal, shoreline stabilization, or erosion control that are not directly related to the improvements of recreation facilities at the project site
9. Ongoing maintenance costs (e.g., mowing the grass or emptying trash receptacles)

Grant Limits & Match Requirements

- **Pre-Development Grants:** \$5,000 minimum - \$25,000 maximum, 25% match required
- **Development Grants:** \$5,000 minimum - \$100,000 maximum, 50% match required

Certain communities may be eligible to have the match requirement waived or partially waived – if your community is struggling to provide a match, please reach out to OCPR grants planning staff.

If you are unsure if your project is eligible for grant funding, please reach out to grant staff to discuss.

Application Guidance

Responses to questions in the online application should be brief, but informative. Maximum word counts are identified for each question, but do not need to be reached for a successful application.

Section A. APPLICANT INFORMATION

1. Project Title

Please use a title that includes the applicant municipality name and a few words to describe the proposed project (i.e. “Ferndale Pathway Development,” or “Clawson City Park Playground Replacement.”)

2. Name of City, Village or Township

Indicate the applicant city, village or township.

3. Census Tract

Indicate the census tract(s) in which the project is located. If you don’t know the census tract, here’s a [guide to finding it by address](#).

Priority Equity Communities Scoring Criteria

Grant staff will score this item on OCPR identification of Priority Equity Communities for the community or census tract where the project is located. Grant staff will use the county division that scores the highest. See [OCPR Recreation Plan](#), page 6 for more details.

- Low Income = 10 points
- Moderate Income = 5 points
- All others = 0 points

4. Primary Grant Contact Information

This should be the person responsible for administering the grant and should be someone directly familiar with the project and able to answer questions about the project.

5. Project Partners

Please describe any partners that are contributing directly or indirectly to the project, i.e. financial support, volunteer labor/services, donors of materials/supplies, etc. Please do not list project “supporters” in this section, but rather submit letters of support from these organizations in the “Uploads” section of the online application.

6. Grant Type

Select the type of grant for which you are applying – Pre-Development Grant Program (design, engineering, planning, etc.) or Development Grant Program (construction).

Section B. FINANCIAL INFORMATION

Total Project Amount, Grant Amount and Grant Match

Please list the total project cost, the amount requested from OCPR, and the local match being provided. Indicate the status of each match as “pledged, awarded, budgeted, or pending.” 25% grant match is required for Pre-Development Grants and 50% for Development Grants.

Certain communities may be eligible to have the match requirement waived or partially waived – if your community is struggling to provide a match, please reach out to OCPR grants planning staff.

Match Sources

Please list all match sources in this section. Match can be identified as “pledged, awarded, budgeted, or pending.” Please list each source separately by adding a new row for each match source. Pending funding should include any other grants that have been applied for but not awarded at the time of submission.

Applicant match sources may include:

- **General Funds or Local Restricted Funds:** Local cash or budgeted funding from the applicant’s general fund or restricted recreation funds.
- **Force Account Labor:** The applicant’s paid employees who will work directly on the construction of the project. This value cannot include administration or supervision costs but may include design engineering and other professional services.
- **Federal or State Funds:** Federal or State grant funds that have been awarded (or are pending award) for funding within the OCPR grant project period.
- **Private or Philanthropy:** Funding that has been awarded through private donations or philanthropic organizations.
- **Cash Donations:** Cash generated from donations, fund-raising, or other similar means.
- **Donated Labor/Materials:** Labor or materials directly related to the construction of the project from sources other than the applicant’s own paid labor. Donated labor will be valued at minimum wage, unless the person is professionally skilled in the work being performed on the project. When a professional is volunteering professional services, the wage rate this individual is normally paid for performing this service may be charged to the project. Value of donated materials must be documented.
- **NOT ELIGIBLE/Land Donation:** Value of donated land will not be counted as match.

Project Budget

Using the form in the online application, please provide a project budget. To add additional scope items, click the plus sign to add additional rows. Please round to the nearest dollar. Grantees are responsible for all cost overruns, or any additional costs needed to complete the project that are not identified in the submitted project budget. See Eligibility section for a list of ineligible expenses.

Section C. GRANT APPLICATION REQUIREMENTS

1. Project Identification in Planning Documents

Indicate where and how this project is addressed in relevant community planning documents, which may include: 5 Year Parks and Recreation Master Plan, Capital Improvement Plan, Park Master Plan, Capital Improvement Plan, Community Master Plan, Complete Streets Plan, Trailway Master Plan, Pathway Plan, etc. Please include a link or directions to where the documents can be found online. If not available online, please include relevant pages of the document as an upload in the uploads section of this application. (100 word maximum)

2. Proposed Project Dates

Costs incurred for a project prior to the date the grant agreement is executed will not be eligible for reimbursement. The grant period for pre-development projects is one year from the date the grant agreement is executed. The grant period for development projects is three years from the date the grant agreement is executed.

3. Site Control

Select the type of site control the applicant has over the site where the project is to be completed. Site control may be fee-simple, less-than-fee-simple, lease, easement, or other control.

4. Final Report & Reimbursement

OCPR Grant Program projects are reimbursement grants. If awarded a grant, the community will have an opportunity to request reimbursement on a quarterly basis. A final report will need to be submitted and approved by OCPR grant management staff prior to the release of the final 20% of grant funds.

Section D. PROJECT DESCRIPTION

1. Location and Ownership

Describe the physical location of the proposed project and ownership of the property. Describe any nearby features or amenities that may impact the project or benefit from the project. (250 word maximum)

2. Design

Describe the project design and why it was chosen. (250 word maximum)

3. History/Background

Provide relevant history/background information, including identified environmental concerns and how you will address them). (250 word maximum)

4. Community Need

Describe the community need for the project – describe how you are proposing to meet an existing identified need and not duplicating services. Describe anticipated community impact and usage. (250 word maximum)

Scoring Criteria

0-5 points depending on completeness of response

Scoring Criteria

0-5 points depending on completeness of response

Scoring Criteria

0-5 points depending on completeness of response

Scoring Criteria

0-5 points depending on completeness of response

5. Project Alignment with 2022 OCPR Community Needs Assessment

Select from the list any of the project categories that the proposed project fits within (may select more than one). This will indicate how the proposed project aligns with the most recent OCPR Community Needs Assessment. See [OCPR Recreation Plan](#), pp. 39-40 for more detail. (250 word maximum)

Scoring Criteria

Grant staff will calculate the average for the project categories selected:
0-10 points depending on average priority

6. Project Alignment with OCPR Core Values: Diversity, Equity, and Inclusion

Does the project positively impact equity and justice and/or provide parks and recreation services that feel safe and welcoming to everyone? See [OCPR Recreation Plan](#), pp. 81-83 for more detail. (250 word maximum)

Scoring Criteria

0-5 points depending on the level of alignment with Core Value

7. Project Alignment with OCPR Core Values: Sustainability and Natural Resources Stewardship

Does the project consider environmental, social and economic impacts from initial phases through the design life of the project? Does the project help build community resilience and adaptation to climate change? Does the project consider sustainable design/construction as well as products and services? Examples of sustainable design principles include, but are not limited to, low-impact materials, energy efficiency, reuse and recycling, durability, water conservation, etc. See [OCPR Recreation Plan](#), pp. 81-83 for more detail. (250 word maximum)

Scoring Criteria

0-5 points depending on the level of alignment with Core Value

8. Project Alignment with OCPR Core Values: Health and Wellness

Does the project increase access to spaces and experiences that promote physical, mental, and social health for all? See [OCPR Recreation Plan](#), pp. 81-83 for more detail. (250 word maximum)

Scoring Criteria

0-5 points depending on the level of alignment with Core Value

9. Public Engagement

Public engagement for input regarding the project is encouraged but not required. Examples of public engagement include public meeting (advertised in a manner that would satisfy the Michigan Open Meetings Act), regularly scheduled board/commission meetings, surveys, focus groups, and design charettes. Include a summary of all relevant public engagement regarding the proposed project. (250 word maximum)

Scoring Criteria

0-5 points depending on the level of engagement and public support

10. Long-Term Maintenance

Development projects funded by OCPR must be maintained and open to the public for a minimum of 15 years from OCPR approval of final report. Describe how the project will be maintained long-term, including any equipment needs and how they will be addressed. (100 word maximum)

Scoring Criteria

0-5 points depending on the completeness of the response

11. ADA Compliance/Universal Accessibility

Projects must, at a minimum, meet accessibility requirements of the [ADA – 2010 ADA Design Standards](#). Projects not covered under the ADA should follow the [U.S. Access Board Outdoor Developed Areas](#) guidelines. Indicate whether you consulted with anyone in the disability community for review of the design of the project or of specific scope items that relate to accessibility. Upload a letter or meeting minutes which specifies their recommendations, if any, on how the project can meet or exceed ADA requirements. Letters from consultants or equipment representatives will not be considered as input from an advocate of the disability community. Additional points will be awarded for projects that incorporate Universal Design principles. Describe how the proposed project will be ADA compliant and list any project components that incorporate principles of Universal Design. Include any relevant and applicable design drawings, specifications, etc. in the [Attachments](#) section of this application. The National Disability Authority has an excellent summary of the [7 Principles of Universal Design](#). (250 word maximum)

<p><u>Scoring Criteria</u> 0-15 points based on ADA compliance and universal accessibility</p>
--

12. Entrance

Select whether the park or facility has any required entrance fees – annual, daily, non-resident, etc.

<p><u>Scoring Criteria</u> No entrance fees = 5 points Entrance fees = 0 points</p>

13. Ease of Access

Select the ways in which people can access the site – automobile only, bicycle on-street, dedicated bike lane, sidewalk, nearby bus stop (within ¼ mile)

<p><u>Scoring Criteria</u> 0-5 points based on number of ways people can access site</p>
--

Section E. ATTACHMENTS

1. Required Project Location Map

The applicant must submit a map with the project location and public parking location. The applicant can submit multiple maps combined into a single PDF. (email to laytonk@oakgov.com as one combined PDF titled Attachment 1)

2. Required Site Plan or Map

The applicant must submit a map or site plan that shows the detailed locations of the project scope items to be funded by the grant, i.e., proposed playground location, proposed trail route, etc. This map or site plan does not need to be a professional site plan. (email to laytonk@oakgov.com as one combined PDF titled Attachment 2)

3. Optional Letters of Support

Letters of support are encouraged but not required. Projects with letters of support will score higher. (email to laytonk@oakgov.com as one combined PDF titled Attachment 3)

4. Optional Other Materials

- a) Design drawings/specifications
- b) Photographs with captions that indicate the relevant content of the photo

Scoring Criteria

0-5 points based on clear and understandable project location map

Scoring Criteria

0-5 points based on site compatibility and clear site plan

Scoring Criteria

0-5 points based on number of letters of support provided

Application Submission

Completed applications should be submitted by email to Kate Layton at laytonk@oakgov.com by April 21st at 5:00 p.m. Please include the name of the submitting community in the subject line of the email. You may submit multiple emails if needed.

You will receive a confirmation e-mail within 48 hours indicating that we received your application. If your application file size is too large to e-mail, reach out to Kate or Donna for file-sharing options.

Donna Folland
Supervisor – Planning and Resource Development
(248) 736-9087
follandd@oakgov.com

Kate Layton
Community Liaison
laytonk@oakgov.com