



151 Martin Street

Birmingham, MI 48009

248-530-1800

Parks and Recreation Board Agenda

Department of Public Services

851 South Eton-Conference Room

Tuesday, August 9, 2016

6:30 PM

**I. Call to order**

**II. Approval of the minutes of : Tuesday, July 12, 2016 (*regular meeting*)**

**III. Agenda Items-Written and submitted by 5pm Monday at the Birmingham Ice Sports Arena, one week prior to the meeting.**

1. 2<sup>nd</sup> Adams Park Concept Site Plan Public Workshop
2. Birmingham Brand Development Committee (BBDC)

**IV. Communications/Discussion Items**

1. Comments Received For Adams Park Concept Site Plan
2. PlanKeep America Beautiful/Dr Pepper Snapple Park Recycling Grant Award
3. Parks Rules and Regulations Approved at the City Commission Meeting-7/25/16
4. Porous Pave Update
5. Golf Course Updates
  - a) Golf Course Financials
  - b) Golf Course Report

**V. Unfinished Business**

**VI. New Business**

**VII. Open To The Public for Items Not On the Agenda**

**VIII. Next Regular Meeting – Tuesday, September 13, 2016(DPS)**

**IX. 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 on 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**

*We the Parks & Recreation Board of Birmingham will help other organizations and agencies to plan and share family activities in helping to prevent the desires and need to use alcohol, drugs, and tobacco by providing recreational programs for all ages, and to encourage recreational life styles.*



**PARKS AND RECREATION BOARD MEETING MINUTES**  
**July 12, 2016**

Therese Longe, Chairperson, called the meeting to order at 6:30 p.m. at 851 S. Eton.

**MEMBERS PRESENT:** Ross Kaplan, Therese Longe, John Meehan, Ryan Ross, Art Stevens, Lilly Stotland and Bill Wiebrecht

**STUDENT REPRESENTATIVES PRESENT:** Nichole McMaster

**ADMINISTRATION:** Lauren A. Wood, Director of Public Services  
Carrie A. Laird, Parks and Recreation Manager and Jacky Brito, Golf Course Manager

**GUESTS:** Cindy Rose

It was moved by Bill Wiebrecht, seconded by Art Stevens that the minutes of the June 7, 2016 regular meeting be approved as submitted.

**Yeas – 7** Ross Kaplan, Therese Longe, John Meehan, Ryan Ross, Art Stevens, Lilly Stotland and Bill Wiebrecht

**Nays – 0**

**AGENDA ITEM #1-Porous Pave Project For Lower Baldwin**

Carrie stated that the department would like to extend the Rouge River corridor trail that runs from Linden Park towards Maple Road. Currently the trail stops at the bridge. The porous pave would extend from the bridge to Maple Road.

Carrie stated that the department chose porous pave versus woodchips because of the success that the department has had when installed in portions of the Rouge River Trail where a washout had occurred. Porous pave has held up great. Carrie stated that the proposed area does not have a washout issue but the material is ADA assessable and is easy to navigate.

Lilly asked if the porous pave is environmentally safe.

Carrie stated that porous pave is good for the environment because it allows for the water to flow through so there is no drainage that would be needed and the porous pave is considered a green product. The porous pave stays in place and can't be torn away.

Lilly asked if there were any other materials considered that would have been a better natural origin that would provide the run-off protection.

Carrie stated that the department looked at using woodchips or crushed limestone but because of maintenance reasons porous pave was chosen. Porous pave does not washout, there is no weed spraying and no reapplying of woodchips.

Bill stated that this project is way over due and is a good solution for the proposed area.



It was moved by Bill Wiebrecht, seconded by Art Stevens to approve the Department of Public Services recommendation to purchase and install Porous Pave by X Tier Inc. that will improve connectivity to the Rouge River trail system and to forward to the City Commission for approval in the amount not to exceed \$25,000. X Tier Inc. being the sole source installer of this product.

**Yeas – 7** Ross Kaplan, Therese Longe, John Meehan, Ryan Ross, Art Stevens, Lilly Stotland and Bill Wiebrecht

**Nays – 0**

**COMMUNICATION/DISCUSSION ITEM #1-** Birmingham Ice Arena Summer Rental Update  
Carrie reported an updated on the summer rentals at the Birmingham Ice Sports Arena  
**No action was required by the board.**

**COMMUNICATION/DISCUSSION ITEM #2 –** Project Updates  
Lauren provided brief summaries on DPS project updates.

Therese stated that the Poppleton Sub-Committee walked Poppleton Park and discussed the placement of the portable toilet with permanent fencing around it.

Therese stated that there was discussion on the future handicap parking near the playground.

Therese stated that there was discussion on adding 40 parking spaces along Woodward and that MDOT is not opposed to the idea and that with the added parking it would not be related to any streets nor would there be access to the neighborhood. Therese stated that the parking would be a pull in pull out such as what is along Woodward.

Therese stated that Carrie will be getting information on proposed playground for Poppleton Park.

Therese stated that there was discussion on the drainage issues at Poppleton Park.

Therese stated that the Poppleton Park project would be completed in stages.  
**No action was required by the board.**

**COMMUNICATION/DISCUSSION ITEM #3 –** Free Press Article dated 6/16/2016  
Lauren provided a Free Press Article to the Parks and Recreation Board regarding the dog attack in Birmingham.  
**No action was required by the board.**

**COMMUNICATION/DISCUSSION ITEM #4 –** Golf Course Report  
Jacky provided the Parks and Recreation Board the current golf course report.  
**No action was required by the board.**

**COMMUNICATION/DISCUSSION ITEM #5a –** In The Park Concerts  
Lauren provided the 2016 In The Park Concert Series Schedule.  
**No action was required by the board.**

**COMMUNICATION/DISCUSSION ITEM #5b –** Mom To Mom Sale-Saturday, July 16<sup>th</sup>  
Lauren provided the 2016 Mom To Mom Schedule.  
**No action was required by the board.**

**COMMUNICATION/DISCUSSION ITEM #5c –** Swing Along Golf Tournament & Luau-Lincoln Hills Golf  
Jacky stated that the event was cancelled but she is planning an end of a year member event.  
**No action was required by the board.**



**COMMUNICATION/DISCUSSION ITEM #5d** – Email received to donate a garden to the City of Birmingham

Lauren provided the Parks and Recreation Board an email from Mr. Lasser on donations for designing and building of Koi ponds and boulder gardens.

Therese stated that a previous meetings residents from the Linden Park neighborhood was against the Koi ponds and boulder gardens.

Therese stated that Mr. Lasser has been told the proper channels that he needs to go through to proceed with such a project.

Therese stated that Mr. Lasser may participate in the future Parks and Recreation Park Master Plan process.

**No action was required by the board.**

**UNFINISHED BUSINESS:**

Carrie stated that the Little Library will be installed very soon at Barnum Park.

**NEW BUSINESS:**

Ross Kaplan stated that in September it will be 10 years since the Community built of Booth Park.

**OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA:**

Therese stated that the next meeting will be held on August 9, 2016 at 6:30 pm at DPS

The meeting adjourned at 7:20 p.m.

Connie J. Folk, Recreation Coordinator

**Parks and Recreation Board Meeting 7/12/2016**





## ***2<sup>nd</sup> Public Input Meeting***

### ***Adams Park Concept Site Plan***

The Birmingham Parks and Recreation Board will hold a second public input meeting to discuss the Adams Park Concept Site Plan on Tuesday, August 9<sup>th</sup> at 6:30 p.m. in the Conference Room at the Department of Public Services.

This opportunity is a follow-up from the May 3, 2016 public input meeting for Michael J. Dul & Associates to present a preliminary park concept site plan for Adams Park. This concept plan has been created based on the involvement and feedback from the City of Birmingham Community, Neighborhood Associations, Roeper School, as well as from the meeting of May 3<sup>rd</sup>.

Please join us at the City of Birmingham Parks and Recreation Board meeting for the 2<sup>nd</sup> Public input session to be held during the:

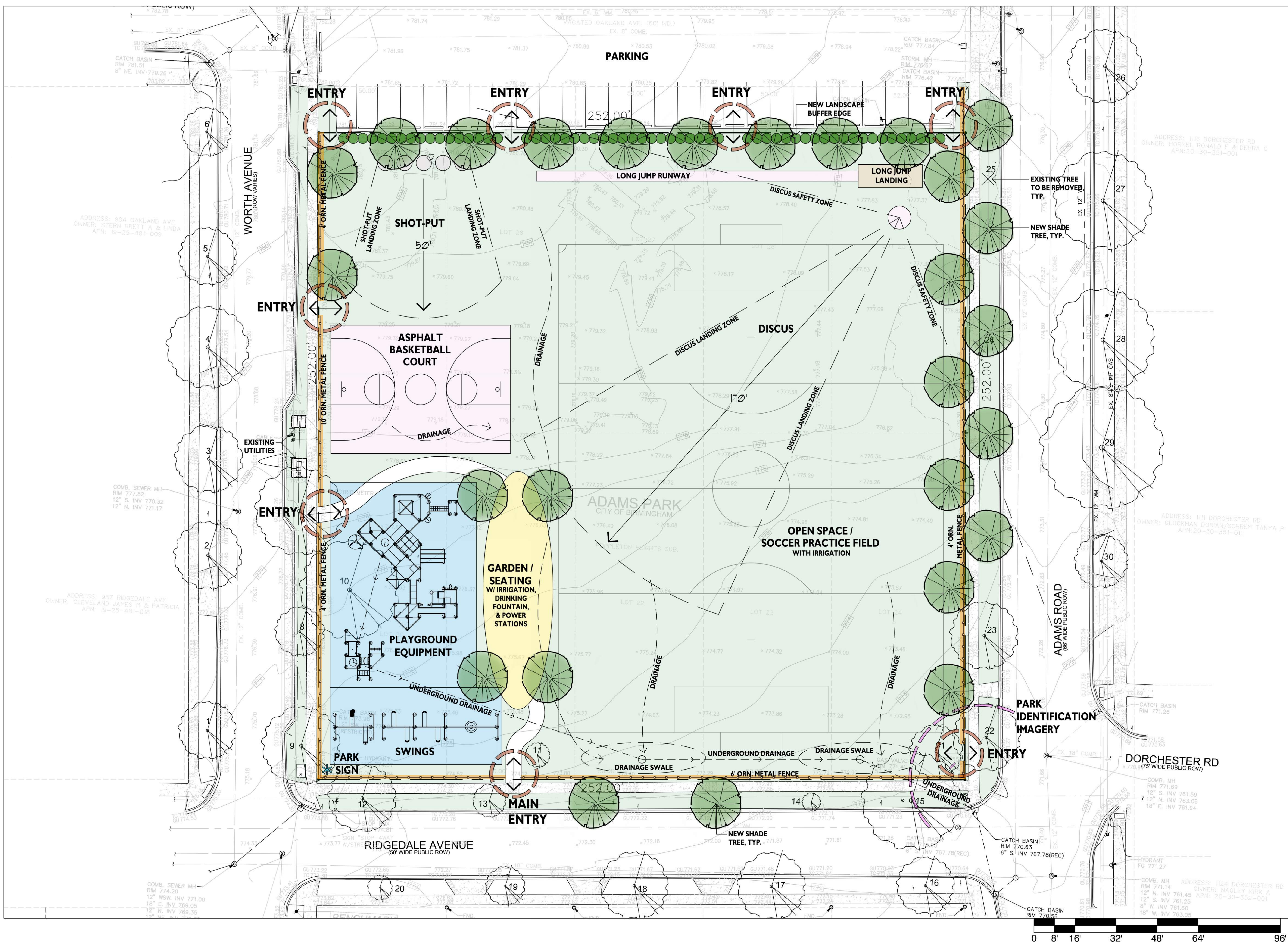
***Parks and Recreation Board Meeting***  
***Tuesday, August 9, 2016***  
***6:30 pm***  
***Conference Room***  
***Department of Public Services, 851 S. Eton***

Please visit our website [www.bhamgov.org](http://www.bhamgov.org) for any additional information.

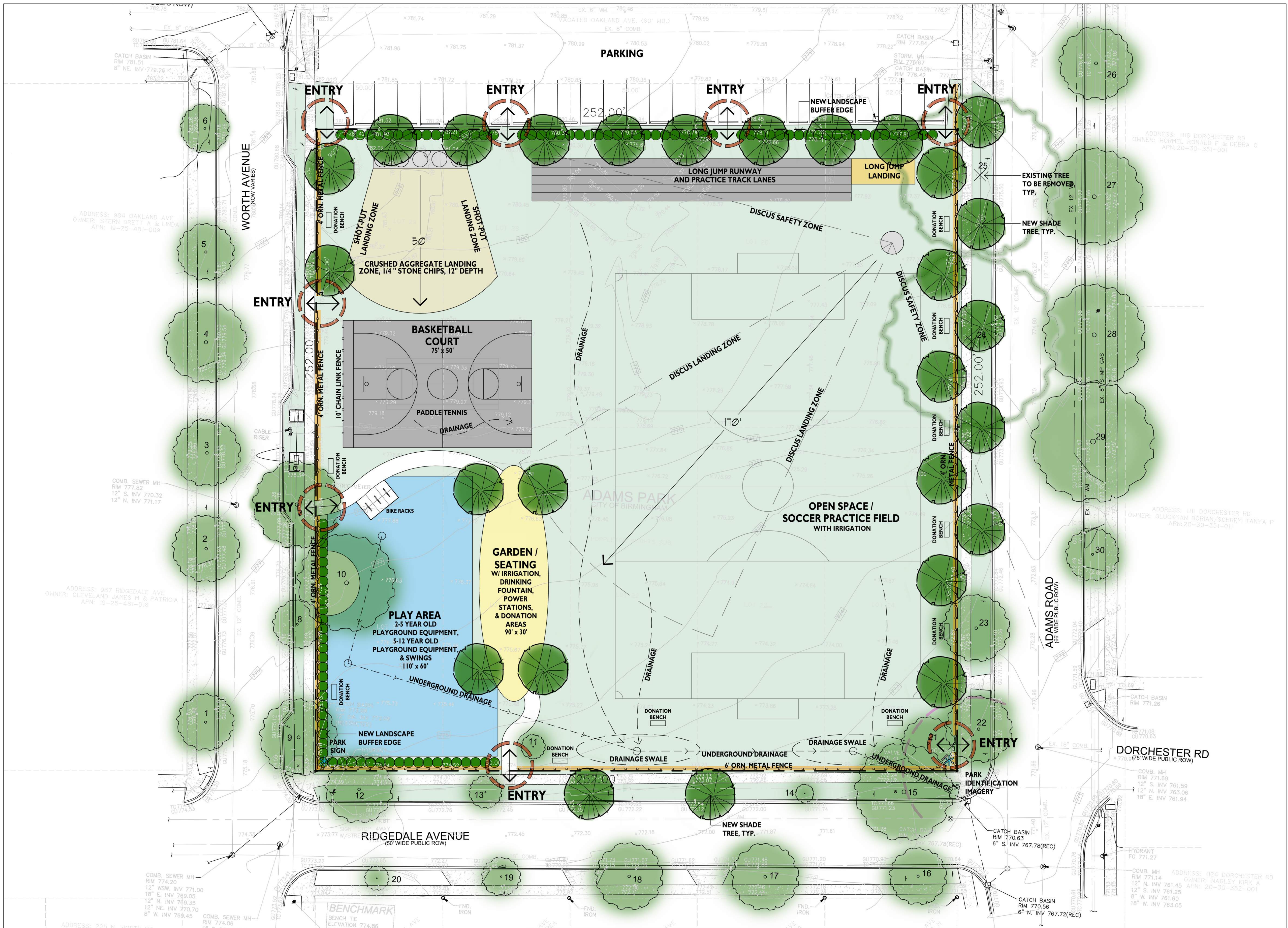
If you are unable to attend, but would like to provide input please email your comments to [cfolk@bhamgov.org](mailto:cfolk@bhamgov.org) or drop off a letter at the address above ATTN: Parks and Recreation Board.

We hope to see you and your neighbors at the August 9<sup>th</sup> meeting.











Landscape & Site Improvement Cost Proposal Breakdown				
Qty.	Unit	Item/Description	Unit Cost	Totals
		<b><i>General Conditions</i></b>		
1	ls.	Permits, street closure, other fees	\$5,000.00	\$5,000.00
750	lf.	Soil erosion control	\$2.00	\$1,500.00
		<b><i>General Conditions Subtotal:</i></b>		<b><i>\$6,500.00</i></b>
		<b><i>Demolition</i></b>		
1	ls.	Remove & dispose (offsite) existing retaining wall, 135' long, 2' above grade, assuming 42" depth	\$12,000.00	\$12,000.00
1	ls.	Remove & dispose (offsite) existing concrete strip, 150' long, 6" wide, assuming 42" depth	\$10,000.00	\$10,000.00
1	ls.	Remove & dispose (offsite) existing play equipment	\$1,500.00	\$1,500.00
770	lf.	Remove & dispose (offsite) existing chainlink fence and footings	\$5.00	\$3,850.00
7000	sf.	Remove & dispose (offsite) existing asphalt	\$1.85	\$12,950.00
		<b><i>Demolition Subtotal:</i></b>		<b><i>\$40,300.00</i></b>
		<b><i>Earthwork</i></b>		
63000	sf.	Grade site, one full week with bulldozer	\$0.75	\$47,250.00
1	ls.	Grade drainage swales and collection basins	\$1,000.00	\$1,000.00
500	cy.	Remove extra soil from site	\$18.00	\$9,000.00
300	lf.	Supply and install underground drainage pipe, 6" HDPE dual wall plastic pipe	\$12.50	\$3,750.00
4	ea.	Supply and install catch basins, 24" plastic catch basins with bottom, steel ring, and cover	\$1,500.00	\$6,000.00
1	ls.	Connect new drainage to existing city catch basin	\$1,000.00	\$1,000.00
1	ls.	Connect irrigation main line to city water line, by city	\$0.00	\$0.00
1	ls.	Connect drinking fountain water line to city water line, by city	\$0.00	\$0.00
1	lf.	Install electrical line to the "garden" for electrical power stations, connect to city utilities	\$1,000.00	\$1,000.00
		<b><i>Earthwork Subtotal:</i></b>		<b><i>\$69,000.00</i></b>
		<b><i>Landscape</i></b>		
25	cy.	Supply and spread soil through planting areas	\$40.00	\$1,000.00
20	ea.	Supply and install shade trees - 4" cal., B&B	\$750.00	\$15,000.00
56	ea.	Supply and install deciduous shrubs for buffer hedge along north end of site	\$75.00	\$4,200.00
500	sf.	Supply and install flowers throughout park	\$10.00	\$5,000.00
10	cy.	Supply and install mulch, 3" depth	\$60.00	\$600.00
		<b><i>Landscape Subtotal:</i></b>		<b><i>\$25,800.00</i></b>
		<b><i>Right of Way Improvements</i></b>		
1	ls.	Supply and install irrigation system, connect to city utilities and city water line	\$4,500.00	\$4,500.00
200	sf.	Fix grass as needed with soil and sod	\$5.25	\$1,050.00
7	ea.	Supply and install shade trees - 4" cal., B&B	\$750.00	\$5,250.00
		<b><i>Right of Way Improvements Subtotal:</i></b>		<b><i>\$10,800.00</i></b>



Qty.	Unit	Item/Description	Unit Cost	Totals
		<b><i>Garden</i></b>		
2000	sf.	Planting with soil, mulch, and edging	\$20.00	\$40,000.00
8	ea.	Seating	\$3,000.00	\$24,000.00
1	ea.	Supply and install drinking fountain and water line	\$5,000.00	\$5,000.00
1	ea.	Supply and install irrigation system	\$6,500.00	\$6,500.00
1	ea.	Supply and install electrical power stations by LeGrand	\$4,000.00	\$4,000.00
1	ls.	Supply and install crushed stone path with fabric	\$2,000.00	\$2,000.00
		<b><i>Garden Subtotal:</i></b>		<b><i>\$81,500.00</i></b>
		<b><i>Turf</i></b>		
4500	sy.	Supply and install seeded lawn with 3" topsoil and fine graded	\$3.50	\$15,750.00
		<b><i>Turf Subtotal:</i></b>		<b><i>\$15,750.00</i></b>
		<b><i>Irrigation</i></b>		
1	ls.	Supply and install new irrigation system and main line for turf and north buffer planting	\$12,000.00	\$12,000.00
		<b><i>Irrigation Subtotal:</i></b>		<b><i>\$12,000.00</i></b>
		<b><i>Hardscape</i></b>		
750	lf.	Supply and install ornamental metal fence, 5' average height.	\$30.67	\$23,002.50
11	ea.	Supply and install donation bench with concrete pad	\$3,000.00	\$33,000.00
1	ea.	Supply and install group of three bike racks with concrete pad	\$2,600.00	\$2,600.00
1	ea.	Park sign at Adams and Ridgedale	\$2,000.00	\$2,000.00
1	ea.	Park sign at Worth and Ridgedale	\$4,000.00	\$4,000.00
		<b><i>Hardscape Subtotal:</i></b>		<b><i>\$64,602.50</i></b>
		<b><i>Playground</i></b>		
350	cy.	Supply and install engineered wood fiber play surface	\$38.00	\$13,300.00
7000	sf.	Supply and install geotextile fabric under play surface	\$0.55	\$3,850.00
1	ls.	Supply and install underdrainage under play surface	\$5,000.00	\$5,000.00
250	cy.	Remove soil and haul off site to allow playground to be flush with surround ground	\$18.00	\$4,500.00
1	ea.	Supply and install play equipment, 5-12 year old	\$47,700.00	\$47,700.00
1	ea.	Supply and install play equipment, 2-5 year old	\$29,680.00	\$29,680.00
1	ea.	Supply and install swings	\$9,550.00	\$9,550.00
1	ls.	Supply and install irrigation system for buffer plantings	\$2,000.00	\$2,000.00
44	ea.	Supply and install deciduous shrubs for buffer around playground	\$75.00	\$3,300.00
		<b><i>Playground Subtotal:</i></b>		<b><i>\$118,880.00</i></b>



[illegible]





Connie Folk &lt;cfolk@bhamgov.org&gt;

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**Fwd: Memo on Birmingham Brand Development Committee (BBDC)**

1 message

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**Lauren Wood** <lwood@bhamgov.org>

Wed, Aug 3, 2016 at 3:09 PM

To: "Folk, Connie" &lt;cfolk@bhamgov.org&gt;, "Laird, Carrie" &lt;Claird@bhamgov.org&gt;

Please place both the email and attached report on PB agenda as an action item

——— Forwarded message ———

From: **Joellen Haines** <jhaines@bhamgov.org>

Date: Thu, Jul 28, 2016 at 8:19 AM

Subject: Memo on Birmingham Brand Development Committee (BBDC)

To: Lauren Wood &lt;Lwood@bhamgov.org&gt;, Jana Ecker &lt;Jecker@bhamgov.org&gt;, Matthew Baka &lt;mbaka@bhamgov.org&gt;, John Heiney &lt;Jheiney@bhamgov.org&gt;

The City Commission approved at the July 25 meeting the creation of an Ad Hoc BBDC, and instructed the Parks and Rec Board, the Planning Board and the BSD to appoint one of their members to this committee to serve along with Mayor Hoff and Mayor Pro Tem Nickita.

Attached is the memo; only the second part of the resolution was approved.

The only thing not mentioned specifically in the memo in terms of the duties of the BBDC members is that they should expect to meet at least 2-3 times to review the ideas presented by the firm for final recommendation to the City Commission.

I am not sure if they will have to be involved in the quote process of deciding a firm. That has yet to be determined. That process is underway.

Let me know if this information is sufficient or if you need more details for your upcoming meeting. I will be on vacation until August 15, and hopefully we will have most of our BBDC members by then.

Thank you.

—

Joellen LaBaere Haines, MPA  
Assistant to the City Manager  
City of Birmingham  
151 Martin St  
Birmingham, MI 48009  
[248-530-1807](tel:248-530-1807)  
[jhaines@bhamgov.org](mailto:jhaines@bhamgov.org)

*"Never allow the fear of striking out keep you from playing the game!" - Babe Ruth*

—

**Lauren Wood**

Director of Public Services

City of Birmingham  
Department of Public Services  
851 S. Eton  
Birmingham, MI 48009

Agenda Item #2



8/3/2016

City of Birmingham MI Mail - Fwd: Memo on Birmingham Brand Development Committee (BBDC)

office: [248.530.1702](tel:248.530.1702)

fax: [248.530.1742](tel:248.530.1742)

cell: [248.515.3795](tel:248.515.3795)



**20160725 BBDC guidelines.pdf**

166K





## MEMORANDUM

City Manager's Office

**DATE:** July 22, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Joellen Haines, Assistant to the City Manager

**SUBJECT:** Request to create an Ad Hoc Birmingham Brand Development Committee (BBDC) and issue RFP for Brand Development

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At the City Commission meeting of May 11, 2015, it was suggested the City review its branding and image in regards to updating its graphics and logo. The Commission agreed. During the January 16, 2016 Long-Range Planning Meeting, the City Commission was in support of rebranding the City logo, and Mayor Hoff suggested this initiative move forward once the Commission completed its goal setting, which was done on February 8, 2016.

The process proposed to move this initiative forward is to issue a Request for Proposal (RFP) for Birmingham Brand Development, where a firm will be selected to gather input from various stakeholder groups from the community, work closely with a committee formed by the City, and then present the firm's branding recommendations to the committee. The process further requires the creation of an Ad Hoc Birmingham Brand Development Committee (BBDC).

The BBDC would be comprised of: one member from the Parks and Recreation Board, one member from the Birmingham Shopping District (BSD), one member from the Planning Board, two City Commissioners, and two at-large members drawn from different neighborhoods. The seven-person Committee would work with the branding firm to filter information and ideas gathered during the stakeholder groups branding discovery meetings to make their final recommendations to the City Commission for a new City logo.

Consistent with City Commission Goals to encourage citizen involvement for the common good, input will be gathered from branding discovery meetings with three core stakeholder groups; one group from the business community, another representing the residential and neighborhood community, and a final drawing from existing boards and committee members. The RFP specifies that the firm will conduct at least three branding discovery meetings with stakeholders designated by the City.

The goal of the rebranding initiative is to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

### SUGGESTED RESOLUTION:

To authorize a Request for Proposal (RFP) be issued for Birmingham Brand Development;

AND,



To approve the creation of an Ad Hoc Birmingham Brand Development Committee (BBDC) for the purpose of reviewing and making a recommendation to the City Commission for the rebranding of the City logo; and further, to include 1 member of the Parks and Recreation Board, 1 member from the Birmingham Shopping District, 1 member from the Planning Board, (to be appointed by their respective boards), two members at large in the City, and City Commissioners \_\_\_\_\_ and \_\_\_\_\_.





**REQUEST FOR PROPOSALS  
For BIRMINGHAM BRAND DEVELOPMENT SERVICES**

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Sealed proposals endorsed “**BIRMINGHAM BRAND DEVELOPMENT SERVICES**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; **until August 19, 2016 at 4 p.m.**, after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to update and refresh the current Birmingham brand logo. This work must be performed as specified 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> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Marianne Gamboa, Public Relations Specialist.

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

<b>Submitted to MITN:</b>	July 27, 2016
<b>Deadline for Submissions:</b>	August 19, 2016
<b>Contact Person:</b>	Marianne Gamboa, Public Relations Specialist P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: (248) 530-1812 Email: <a href="mailto:mgamboa@bhamgov.org">mgamboa@bhamgov.org</a>





## REQUEST FOR PROPOSALS For BIRMINGHAM BRAND DEVELOPMENT SERVICES

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## INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to create a design concept to update and refresh the Birmingham brand logo for all its media needs. This would include creating vector-based graphics of the new logo that can be integrated with all City communication avenues, including official letterhead, memorandum, email communication, business cards, community newsletters, press releases, flags, banners, and signage. The Contractor will create Website header/footer graphics incorporating the newly designed logo and integration into online ads and social media networks such as Facebook, Twitter, LinkedIn, etc. The Contractor will also create a Style Guide that shows how the brand identity should be used in different contexts and communication avenues.

The City of Birmingham strives to cultivate a safe, healthy and dynamic city which promotes an environment for people of all ages to live, work, shop and play in the community. The approximately 5 square mile City is home to more than 20,000 people and is located approximately 20 miles north of downtown Detroit in the southeastern portion of Oakland County. The City of Birmingham has a historic downtown nestled inside a thriving retail shopping district, all surrounded by beautiful golf courses, quaint parks and convenient parking structures. Birmingham offers a variety of experiences from sports facilities to entertainment and fine dining. The City boasts pedestrian-friendly shopping and an innovative Farmer’s Market available during the summer months. Additionally, Birmingham hosts numerous art fairs, bike races, park concert series, and year-round events to draw in visitors from all over the country.

The scope of work for the Contractor will include participation in at least three branding discovery meetings with Birmingham stakeholder groups designated by the City. The Contractor will create three design concepts for a new City logo to incorporate ideas representing the different aspects and personality of the City, and then present these designs for review and discussion by a committee designated by the City for Birmingham brand development.

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

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by November 30, 2016. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.



## REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a design concept to update and refresh the Birmingham brand logo for all its communication and media needs. This would include creating vector-based graphics of the new logo that can be integrated with all City communication avenues and social media,

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than August 19, 2016 at 4 p.m. to:

City of Birmingham  
Attn: City Clerk  
151 Martin Street  
Birmingham, Michigan 48009

One (1) original and seven (7) copies of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“BIRMINGHAM BRAND DEVELOPMENT SERVICES”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor'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 to: Marianne Gamboa, Public Relations Specialist, City of Birmingham, 151 Martin Street, Birmingham, Michigan, 48009, or to [mgamboa@bhamgov.org](mailto:mgamboa@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 2 days prior to the deadline for submissions.
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 with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her 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 email. 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.
7. All work completed by vendor shall be original, and shall not violate any copyright laws.
8. All ownership rights to original art files and design concepts shall be transferred to the City of Birmingham upon completion of project.
9. During the evaluation process, the City of Birmingham reserves the right where it may serve the City of Birmingham's best interest to request additional information or clarification, or to allow corrections of errors or omissions. At the discretion of the City of Birmingham, firms submitting proposals may be requested to make oral presentations as part of the evaluation.



## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience and creative approach with similar projects; include contractor background. Provide a brief history of your organization.
3. Quality and completeness of proposal.
4. Qualifications of personnel assigned to the project.
5. References
6. Overall Costs

## **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 Contractor if the successful Contractor does not execute a contract 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 Contractors.
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 Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor 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 Contractor and shall not be chargeable in any manner to the City of Birmingham.
6. Payment will be made within thirty (30) days after invoice is received and accepted by the City. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.



7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 17)
  - b. Cost Proposal (Attachment C - p. 18)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 19)
  - d. Agreement (p. 11 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 10).
4. The Contractor will be responsible for any changes necessary for the project to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects for similar services.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.



2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

## **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 Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor 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 execute the contract and 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 abandoned 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 Contractor 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.

## **PROJECT TIMELINE**

August 19, 2016 - 4:00 p.m.	Proposals due to City Clerk's Office, Birmingham
September 12, 2016	Contract awarded
November 30, 2016	Project completion

The Contractor will not exceed the timelines established for the completion of this project.

## **SCOPE OF WORK**

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The Contractor will create a design concept for a new logo and use the existing color scheme, to produce a new logo which encompasses the character of the City based on input from three different stakeholder groups determined by the City.
2. The Contractor will conduct at least three branding discovery sessions with designated stakeholder groups determined by the City of Birmingham to seek input for the new logo design.
3. The Contractor will draw conclusions from the discovery sessions to develop a brand identity that captures Birmingham's character. The design should represent the community's diverse atmosphere to establish an identity that will effectively communicate Birmingham's brand to the public in a positive, evolving and refreshing way.
4. The Contractor will develop at least three branding themes, and provide accompanying materials for review by Birmingham committee members and city officials. The contractor will create sample templates of primary communication tools incorporating the use of the new logo.
5. The Contractor will present the three branding themes to the Ad Hoc Birmingham Brand Development Committee (BBDC) for review and feedback, and make modifications based on their comments and input. The Contractor will make a final presentation to the City Commission following direction from the BBDC.



6. To summarize, the Contractor should expect to conduct at least 3 branding discovery sessions, 1-2 presentations to the BBDC, and 1 presentation to the City Commission for final approval.
7. Once the design is approved, the Contractor will develop specific brand standards for use on various media, including print and online web use, and deliver an electronic and printed Birmingham Logo Style Guide, for standardized use by the City.
8. The Birmingham Logo Style Guide will outline specific uses, both in print and in web applications, and will be a reference for all city staff on use of the logo. The guide will identify fonts, colors, logos (b&w, color, etc.), positioning of elements in various media, image/asset recommendations, and how to use the logo in existing media outlets.
9. The design concept for the logo will be high resolution, sector-based and easily integrated for use in all City of Birmingham communication avenues, to include but not limited to such items as letterhead, envelopes, memorandum, email communication, business cards, community newsletters, signage, press releases, as well as online or social media communication avenues such as Facebook, Twitter, YouTube, etc.

In addition, the Contractor shall adhere to the following guidelines:

1. All work completed by vendor shall be original, and shall not violate any copyright laws.
2. All ownership rights to original art files and design concepts shall be transferred to the City of Birmingham upon completion of project.
3. During the evaluation process, the City of Birmingham reserves the right where it may serve the City of Birmingham's best interest to request additional information or clarification, or to allow corrections of errors or omissions. At the discretion of the City of Birmingham, firms submitting proposals may be requested to make oral presentations as part of the evaluation.
4. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.



**ATTACHMENT A - AGREEMENT**  
**For BIRMINGHAM BRAND DEVELOPMENT SERVICES**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its City Manager's Office, is desirous of having Contractor provide a design concept to update and refresh the Birmingham brand logo for all its communication and media needs.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide a design concept to update and refresh the Birmingham brand logo for all its communication and media needs, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide a design concept to update and refresh the Birmingham brand logo for all its communication and media needs.

**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 a design concept to update and refresh the Birmingham brand logo for all its communication and media needs. and the Contractor's cost proposal dated \_\_\_\_\_, 2016 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2016 cost proposal.
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 Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.



5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor 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 Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor 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: Contractor 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 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: Contractor 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. 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.

F. Proof of Insurance Coverage: Contractor 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;
- 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;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

H. Maintaining Insurance: Upon failure of the Contractor 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 Contractor and any entity or person for whom the Contractor 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 Contractor, the City shall have the right



to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor 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 Contractor 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  
Attn: Joellen Haines  
City Manager's Office  
151 Martin Street  
Birmingham, MI 48009  
(248) 530-1807

CONTRACTOR

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.**

**WITNESSES:**

**CONTRACTOR**

\_\_\_\_\_

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Rackeline J. Hoff  
Its: Mayor

\_\_\_\_\_

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

Laura Pierce  
Its: City Clerk

Approved:

\_\_\_\_\_  
Joseph A. Valentine, City Manager  
(Approved as to substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Timothy J. Currier, City Attorney  
(Approved as to form)

\_\_\_\_\_  
Joellen L. Haines, Assistant to the City  
Manager (Approved as to substance)



**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For BIRMINGHAM BRAND DEVELOPMENT SERVICES**

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In submitting this proposal, as herein described, the Contractor 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**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**



**ATTACHMENT C - COST PROPOSAL**  
**For BIRMINGHAM BRAND DEVELOPMENT SERVICES**

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**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	
<b>TOTAL BID AMOUNT</b>	<b>\$</b>

Firm Name\_\_\_\_\_

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For BIRMINGHAM BRAND DEVELOPMENT SERVICES**

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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**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

---

**TAXPAYER I.D.#**





Connie Folk &lt;cfolk@bhamgov.org&gt;

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**Fwd: Adams Park**

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**Lauren Wood** <lwood@bhamgov.org>

Thu, Aug 4, 2016 at 10:25 AM

To: "Folk, Connie" &lt;cfolk@bhamgov.org&gt;, "Laird, Carrie" &lt;Claird@bhamgov.org&gt;

Please add under Communications for Adams Park

—— Forwarded message ——

From: "JULIE Sutherland" <[globaljulie@me.com](mailto:globaljulie@me.com)>

Date: Aug 3, 2016 8:55 PM

Subject: Adams Park

To: <[lwood@bhamgov.org](mailto:lwood@bhamgov.org)>

Cc:

Hello Lauren,

I just wanted to send you a quick note about Adams park. I've lived in the South Poppleton neighborhood since 2002 and I have anxiously been awaiting action to repair and refresh the park.

I understand there is a meeting next Tuesday, but I won't be able to attend in person. I fully support my neighbors who will be present at the meeting and promoting a move forward with plans for Adams park as low intensity neighborhood park. Most urgent is the need to regrade the land. The drainage has become a major issue impacting the surrounding area. This would be a valuable first step in a longer term plan to renew Adams park.

I thank you for your time and efforts in helping us bring life back to Adams park.

Sincerely,

Julie Sutherland  
787 Oakland Avenue





Connie Folk &lt;cfolk@bhamgov.org&gt;

---

**Fwd: Notice of KAB / DPS Park Recycling Grant Award**

1 message

**Lauren Wood** <lwood@bhamgov.org>

Wed, Aug 3, 2016 at 10:41 AM

To: "Folk, Connie" &lt;cfolk@bhamgov.org&gt;, "Laird, Carrie" &lt;Claird@bhamgov.org&gt;

Please place this email under Communications for the next Parks Board meeting.

- Keep America Beautiful/ Dr Pepper Snapple Park Recycling Grant Award

The designated parks for the new recycling bins are Kenning Park, Pembroke Park, St. James Park, Barnum Park and Poppleton Park.

See message below as well.

Thanks,  
Lauren

——— Forwarded message ———

From: **Lauren Wood** <lwood@bhamgov.org>

Date: Tue, Aug 2, 2016 at 12:50 PM

Subject: Notice of KAB / DPS Park Recycling Grant Award

To: "Valentine, Joe" &lt;jvalentine@bhamgov.org&gt;

Joe,

As you will recall we applied for this grant in June and were notified recently of the award. We have been focused on introducing recycling into our parks, in addition to the eight recycling containers in Downtown.

Here is some information about this recycling bin grant award and program. We are very excited to introduce recycling into our park system. The grant certainly helped us jump start this activity. I will be marketing this entire roll-out later this month. The bins will take 4-6 weeks to arrive.

This is part of Keep America Beautiful/ Dr Pepper Snapple Park Recycling Grant program. Please see the grant website <https://irecycleonthego.wordpress.com/>. Click on Learn more to get to the link showing the list of the 2016 grant recipients.

We asked for 8 bins and we agreed to purchase as a match another 8 bins at a reduced price, as part of this recycling grant award. There is much to do at various intervals for tracking and reporting expectations until the summer of 2017. We are also expected to locally issue a media announcement.

As we get closer to actual installation, more information and other details will be provided. This grant award was just announced on August.

Stay tuned for further updates.

Lauren

—

**Lauren Wood**

Director of Public Services

Communication/Discussion Item #2



City of Birmingham  
Department of Public Services  
851 S. Eton  
Birmingham, MI 48009  
office: [248.530.1702](tel:248.530.1702)  
fax: [248.530.1742](tel:248.530.1742)  
cell: [248.515.3795](tel:248.515.3795)

—

**Lauren Wood**  
Director of Public Services

City of Birmingham  
Department of Public Services  
851 S. Eton  
Birmingham, MI 48009  
office: [248.530.1702](tel:248.530.1702)  
fax: [248.530.1742](tel:248.530.1742)  
cell: [248.515.3795](tel:248.515.3795)



## Rules and Regulations

1. The use of any facility is at your own risk. The City does not assume responsibility for injury or for any loss, theft or damage to personal items.
2. A person holding a park permit shall maintain such permit in his or her possession at all times while utilizing the municipal facility. Such permit shall be presented by its holder upon request by a City official or employee. A permit does not give its holder exclusive use of the entire park, except for Springdale Shelter.
3. A rental permit is required for reservation of all city facilities which would include rain dates and no refund of the rental fee shall be made due to inclement weather. Park permits may not be assigned or otherwise transferred.
4. All set-up/clean-up must be done by the permit holder.
5. All parks must be maintained and left in a neat and clean condition, with garbage and refuse prepared for proper disposal. The person or entity in whose name the rental permit is issued shall be responsible for leaving the facility in a clean and orderly condition. Further, the permit holder accepts full responsibility for all damage to City property as a result of its activities, ordinary wear and tear excepted. A fee may be assessed should clean up by the City become necessary. This fee shall include, but is not limited to, all labor, equipment and administration expense incurred by the City.
6. Any equipment, valuables, or clothing left in or around the park shelter on closing shall be disposed of by the Department of Public Services.
7. The City reserves first priority with regard to the use of all City Parks. A park permit grants its holder a license to use the specified park and or an area and is revocable by the City. The City may order revocation of a park permit, if warranted at any time, with refund of fees paid. All permits are granted with this understanding.
8. The Director of Public Services may, subject to the approval of the City Manager and the City Commission, establish supplemental regulations for all uses requiring the issuance of a permit for use of municipal facilities, and fees for the use of the various facilities.
9. **No person shall bring into, have in their possession, DRINK, OR CONSUME ANY INTOXICANT OR INTOXICATING BEVERAGE** in any park areas and city owned properties *with the exception of beer and wine sold by the City for consumption at Lincoln Hills Golf Course or Springdale Park, Springdale Park Shelter and Springdale Golf Course in conjunction with golf functions only.*

10. The following city-owned or city-controlled areas shall be closed during the hours specified below. During such hours, no person shall enter into or remain in such property, except those persons whose presence is related to or in connection with a municipal activity or a project or activity which has been licensed to be operated or carried on within such public property, or persons who enter such property for the express purpose of parking or removing a vehicle legally parked upon such property and who, upon entering the parking area, immediately park or remove such vehicle. Such person shall not remain in the park for any other purpose.

- (1) Manor Park shall be closed from one hour after sundown to one hour before sunrise.
- (2) Adams Park shall be closed from 9:00 p.m. to 8:00 a.m.
- (3) Springdale Park hours shall coincide with Springdale Golf Course hours and park rentals. The closing of the park is up to the discretion of the City of Birmingham Representative on duty.
- (4) Except as provided in subsections (1), (2) and (3) of this section, all City Parks shall be closed between the hours of 10:00 p.m. and 6:00 a.m.
- (5) All public property not included in subsections (1), (2), (3) and (4) of this section shall be closed between the hours of 12:00 midnight and 6:00 a.m. For purposes of this section, public property shall be deemed to be property zoned as public property under the provisions of chapter 126.

11. Leashed dogs are allowed in any public park except in those areas as designated and posted by the Department of Public Services. Dogs are allowed on public property as long as they are restrained by a six foot maximum length chain or leash and under the reasonable control of some person. Owners and walkers of dogs on public property must comply with all City ordinances, including Chapter 18, Article II, pertaining to dogs and cats.

### **Sec. 18-33 Restraint of dogs.**

It shall be unlawful for any owner of any dog to permit the dog to go beyond the premises of such owner unless restrained by a chain or leash and under the reasonable control of some person. (Code 1963, § 9.80(1))

12. Dogs are not permitted in any public playground or in any **other** area designated by the Department of Public Services. These areas shall generally include, but shall not be limited to, areas under and immediately adjacent to play structures and play equipment; sandboxes; the playing surface of ball fields, soccer fields, tennis courts, outdoor ice rinks, golf courses and sledding hills, when such areas are in use; pavilions and stages; fountains; and in areas designated for City permitted events and functions of concentrated use during said event or function.



## Rules and Regulations

13. The owner or walker of a dog is responsible for the collection of all fecal matter and the disposal of such fecal matter in an appropriate waste receptacle in accordance with ordinance Section 18-35.

### **Sec. 18-35 Sanitation.**

(a) It shall be unlawful for any person to permit any animal owned or harbored by him to deposit fecal matter in any place other than the premises where the animal is harbored or kept, unless such fecal matter is immediately collected and removed to the premises where the animal is harbored or kept.

(b) It shall be unlawful for any person to walk any animal on any property not owned by such person, whether public or private, unless such person has an appropriate device for the collection of fecal matter in his immediate possession and an appropriate depository for the transmission of fecal matter to the premises where the animal is harbored or kept.  
(Code 1963, § 9.95; Ord. No. 1586, 4-18-94)

14. The use of loudspeakers or other equipment for the amplification of sound or music is prohibited, unless allowed by permit issued by the City.

15. Smoking is not permitted in any building or structure in City Parks. No person shall ignite or use ground fire or open fire except with the expressed permission of the Department of Public Services, provided however, that this restriction shall not be applicable to the use of barbecue burners or cooking in the picnic area at Springdale Park. No person shall leave the immediate vicinity of any fire, which he/she has started or used without first extinguishing the fire.

16. No person shall obstruct any walk or drive in any public park or playground. No person shall injure, mar or damage, in any manner, any monument, ornament, fence, bridge, seat, tree, fountain, shrub, flower, playground equipment, or other public property within or pertaining to such parks.

17. No person shall engage in the business of peddling or vending in the city without first obtaining a license from the city clerk.

18. No person shall interfere with any fence constructed in or about any park; or deface, injure, remove, or destroy any tree, shrub, sward, or turf in any park or boulevard; or remove any dirt, sand or earth from any park or boulevard, or otherwise remove, destroy or injure any property therein; or leave or deposit any filth, rubbish, dirt, wastepaper or other refuse in any place in any park or boulevard except in containers provided in parks for that purpose. Dumping or disposal of household or commercial waste transported from off-site to city property is prohibited.

19. No vehicles, except authorized City vehicles, are allowed to be driven across lawns, sidewalks, or any other park surface for any reason.

20. No person shall expose, distribute, place any sign, advertisement, circular notice, or statement, or display any banner, City of Birmingham emblem, or design without written permission from the City.

21. ***Decorations may be attached to the Springdale shelter by means of masking or cellophane tape only.*** There should be no decorations drilled, fastened, or otherwise attached to the shelter with materials such as staples, nails, or tacks.

22. No person shall place or operate any boat propelled by any engine in or upon waters in any park in the city, including the water of Quarton Lake.

23. Fishing in any water park in the City of Birmingham, including Quarton Lake is restricted to minors under the age of fourteen (14) years, and residents' sixty-two (62) years of age and older, subject to State of Michigan fishing licenses regulations.

24. No person shall feed any geese, ducks, birds or other fowl in any City Park or any municipal Golf Course.

25. No person, except an authorized city employee shall injure, kill or capture any wild bird, or disturb any wild bird's nest or the contents thereof.

26. Swimming and/or wading is prohibited in any lake, river, public fountain or public pond in the City of Birmingham.

27. No person shall operate, use, ride, or pull another individual on a wheeled vehicle, on City-owned tennis courts, basketball courts, fountains and stone work ledges. Vehicles not permitted include, but are not limited to in-line skates, skateboards, bicycles, wagons, roller-skates, and scooters.

28. It is unlawful for any person to operate any motorized vehicle, trail bike, all-terrain vehicle, or similar type of sport vehicle anywhere in a park, except for the proper use of golf carts on city golf courses.

29. On-site parking at Barnum Park is limited to 3 hours and is exclusively for use of persons while they are using the Park.

30. Violation of these rules or other posted rules is a misdemeanor punishable by a fine up to \$500, or imprisonment for a term not exceeding 90 days, or both.



CITY OF BIRMINGHAM  
GOLF COURSE OPERATING REPORT  
FOR THE MONTH ENDED JUNE 2016 (Preliminary)

	SPRINGDALE		LINCOLN HILLS		COMBINED		PRIOR YEAR COMBINED	
	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE
<u>REVENUES</u>								
FOOD & BEVERAGE SALE	8,761	15,243	10,421	20,016	19,182	35,259	17,683	34,359
MERCHANDISE SALES	1,470	2,875	2,756	6,730	4,226	9,606	4,752	11,571
WEEK DAY GREENS FEES	32,738	76,029	33,882	96,758	66,620	172,787	70,709	171,235
WEEKEND & HOLIDAY GREENS	15,777	38,972	17,484	46,689	33,262	85,661	26,918	83,105
PULL CART RENTALS	994	2,046	982	2,221	1,975	4,267	1,939	3,911
TOURNAMENT ENTRY FEES	2,165	2,085	1,664	2,304	3,829	4,389	3,678	4,254
CLASSES	-	-	36,986	89,351	36,986	89,351	32,926	87,835
GOLF CART RENTALS	16,943	31,565	18,006	37,939	34,948	69,504	29,952	64,778
BUSINESS MEMBERSHIP	500	3,250	1,700	7,160	2,200	10,410	2,300	10,200
NON-RESIDENT MEMBERSHIPS	5,900	32,650	10,350	90,950	16,250	123,600	15,193	122,318
UNLIMITED GOLF PASS	-	(11)	-	3,600	-	3,589	-	5,050
PACKAGE CLUB PASS	-	-	-	-	-	-	145	725
GOLF HANDICAP FEE	-	-	-	-	-	-	-	-
INVESTMENT INCOME	-	-	1,759	6,315	1,759	6,315	3,413	7,505
LEASE PAYMENTS	800	4,800	554	3,322	1,354	8,122	1,338	9,587
SUNDRY & MISCELLANEOUS	-	-	281	292	281	292	150	2,324
CASH OVERAGE/(SHORTAGE)	(0)	10	69	69	69	79	10	102
<b>TOTAL REVENUES</b>	<b>86,047</b>	<b>209,514</b>	<b>136,894</b>	<b>413,716</b>	<b>222,941</b>	<b>623,231</b>	<b>211,106</b>	<b>618,859</b>
<u>EXPENSES</u>								
<u>FINANCE</u>								
ADMINISTRATION COST	1,430	8,580	1,430	8,580	2,860	17,160	3,310	19,860
AUDIT	-	-	-	-	-	-	-	-
<b>SUB-TOTAL FINANCE</b>	<b>1,430</b>	<b>8,580</b>	<b>1,430</b>	<b>8,580</b>	<b>2,860</b>	<b>17,160</b>	<b>3,310</b>	<b>19,860</b>
<u>MAINTENANCE</u>								
SALARIES & WAGES DIRECT	11,808	27,221	12,450	36,394	24,258	63,615	29,019	69,931
OVERTIME PAY	-	0	-	0	-	1	91	(5,316)
LONGEVITY	-	-	-	-	-	-	-	(1,248)
FICA	898	2,057	947	2,758	1,845	4,816	2,218	4,820
HOSPITALIZATION	508	2,394	553	2,439	1,061	4,833	875	2,801
LIFE	20	96	21	97	41	193	37	196
RETIRE CONTRIB HEALTH	42	257	93	308	135	565	626	(2,333)
DENTAL/OPTICAL	73	355	77	360	150	715	134	711
LT/ST DISABILITY	31	149	33	150	64	299	56	295
WORKER'S COMPENSATION	116	264	125	358	241	622	271	659
SICK TIME PAYOUT	-	-	-	-	-	-	-	-
RETIREMENT EMPLOYER CNTRB	72	404	84	417	156	821	(3,120)	(2,719)
HRA BENEFIT	-	10	-	10	-	20	-	20



CITY OF BIRMINGHAM  
GOLF COURSE OPERATING REPORT  
FOR THE MONTH ENDED JUNE 2016 (Preliminary)

	SPRINGDALE		LINCOLN HILLS		COMBINED		PRIOR YEAR COMBINED	
	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE
RETIREMNT-DEF CONTR EMPLR	295	1,412	302	1,420	597	2,832	294	1,497
RET HLTH SVGS CONTR EMPLR	106	508	113	515	219	1,023	142	758
OPERATING SUPPLIES	2,715	14,686	4,911	18,575	7,626	33,261	18,758	37,735
OTHER CONTRACTUAL SERVICE	918	4,488	572	1,142	1,490	5,629	595	8,333
TELEPHONE	-	-	-	-	-	-	-	-
ELECTRIC UTILITY	548	1,230	3,009	5,030	3,557	6,259	2,015	4,563
GAS UTILITY	60	1,082	856	892	916	1,974	84	1,387
WATER UTILITY	-	-	-	45	-	45	16	32
TRAINING	47	147	47	47	94	194	-	1,002
PRINTING & PUBLISHING	-	-	-	-	-	-	119	119
EQUIPMENT RENTAL OR LEASE	2,417	14,500	2,497	14,580	4,914	29,080	2,833	17,094
SUB-TOTAL MAINTENANCE	20,673	71,260	26,690	85,536	47,363	156,796	55,063	140,337
<u>CLUBHOUSE</u>								
SALARIES & WAGES DIRECT	14,725	37,461	24,176	55,523	38,901	92,984	41,934	98,241
OVERTIME PAY	413	537	672	1,440	1,085	1,977	472	(1,003)
LONGEVITY	-	-	-	-	-	-	-	(512)
FICA	1,158	2,905	1,900	4,356	3,058	7,261	3,243	7,396
HOSPITALIZATION	1,348	6,353	1,348	6,353	2,696	12,705	2,322	10,860
LIFE	2	11	3	11	5	23	4	23
RETIRE CONTRIB HEALTH	84	514	112	542	196	1,056	(308)	(656)
DENTAL/OPTICAL	6	29	7	31	13	60	11	66
LT/ST DISABILITY	2	12	3	12	5	24	5	28
WORKER'S COMPENSATION	148	371	245	557	393	928	396	915
SICK TIME PAYOUT	-	-	-	-	-	-	-	-
RETIREMENT EMPLOYER CNTRB	86	471	92	478	178	949	(3,336)	(2,348)
HRA BENEFIT	-	20	-	20	-	40	-	40
RETIREMNT-DEF CONTR EMPLR	-	-	-	-	-	-	-	2
RET HLTH SVGS CONTR EMPLR	1	7	3	8	4	15	3	24
OPERATING SUPPLIES	1,400	6,032	2,280	8,167	3,680	14,200	3,208	9,417
FOOD & BEVERAGE	3,370	6,139	4,217	7,436	7,587	13,575	6,513	14,558
BEER AND WINE	2,095	3,698	1,416	3,264	3,512	6,962	3,379	6,948
MERCHANDISE	719	5,066	1,408	10,089	2,126	15,155	3,729	13,333
INSTRUCTORS	-	-	-	-	-	-	-	-
OTHER CONTRACTUAL SERVICE	2,038	6,606	2,703	7,910	4,741	14,516	8,313	12,312
TELEPHONE	94	492	98	658	191	1,149	163	1,118
CONTRACTUAL ALARM	79	473	145	871	224	1,344	239	1,065
ELECTRIC UTILITY	660	1,929	-	-	660	1,929	571	2,203
GAS UTILITY	59	897	26	207	85	1,104	98	991
WATER UTILITY	151	1,277	-	257	151	1,534	2,348	3,226
PRINTING & PUBLISHING	525	847	18	923	542	1,770	838	2,756



CITY OF BIRMINGHAM  
GOLF COURSE OPERATING REPORT  
FOR THE MONTH ENDED JUNE 2016 (Preliminary)

	SPRINGDALE		LINCOLN HILLS		COMBINED		PRIOR YEAR COMBINED	
	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE	CURRENT MONTH	CALENDAR- TO-DATE
MARKETING AND ADVERTISING	-	125	-	125	-	250	-	4,141
DEPRECIATION	4,167	25,000	4,750	28,500	8,917	53,500	15,386	57,053
EQUIPMENT RENTAL OR LEASE	-	7,284	180	7,643	180	14,926	5,095	15,045
LIAB INSURANCE PREMIUMS	339	11,874	339	11,874	678	23,747	678	23,745
LIQUOR LICENSE	-	1,253	-	1,253	-	2,505	-	2,505
SUB-TOTAL CLUBHOUSE	33,668	127,682	46,140	158,505	79,808	286,187	95,304	283,492
TOTAL EXPENSES	55,771	207,522	74,259	252,621	130,030	460,143	153,677	443,689
NET PROFIT (LOSS)	30,276	1,992	62,634	161,095	92,910	163,087	57,429	175,170
NET OPERATING PROFIT (LOSS) (EXCLUDING DEPRECIATION)		26,992		189,595		216,587		232,223



## Golf Report - July 2016

### History of Rounds - Calendar Years 2012-2016

MONTH	2012			2013			2014			2015			2016		
	LH	SD	Total	LH	SD	Total	LH	SD	Total	LH	SD	Total	LH	SD	Total
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	405	1,572	1,977	0	292	292	0	0	0	0	0	0	321	0	321
April	2,420	2,591	5,011	1,573	2,260	3,833	3,705	652	4,357	3,087	1,713	4,800	2,377	1,616	3,993
May	4,433	4,129	8,562	4,314	3,797	8,111	4,393	3,493	7,886	4,892	4,293	9,185	5,432	3,898	9,330
June	5,206	4,522	9,728	5,774	4,406	10,180	5,330	4,216	9,546	5,556	4,268	9,824	5,557	4,221	9,778
July	4,707	4,651	9,358	5,098	4,286	9,384	5,139	4,636	9,775	5,718	5,218	10,936	5,729	4,805	10,534
August	4,128	4,449	8,577	5,195	4,695	9,890	4,376	4,084	8,460	4,408	4,403	8,811			0
September	3,145	3,071	6,216	3,019	3,154	6,173	3,074	2,746	5,820	3,411	3,059	6,470			0
October	796	2,495	3,291	2,795	1,779	4,574	915	2,493	3,408	2,666	908	3,574			0
November	0	1,104	1,104	576	0	576	33	675	708	1,489	0	1,489			0
December	0	412	412	53	0	53	0	124	124	514	0	514			0
TOTALS	25,240	28,996	54,236	28,397	24,669	53,066	26,965	23,119	50,084	31,741	23,862	55,603	19,416	14,540	33,956



## 2016 Membership Analysis as of 7/31/2016

	YTD 7/31/2016		CY 2015		CY 2014		CY 2013		CY 2012		CY 2011	
MEMBERSHIPS	#	%	#	%	#	%	#	%	#	%	#	%
Business	106	12.37%	109	12.73%	102	13.42%	99	13.20%	101	13.56%	84	14.81%
Non-Resident - Individual	459	53.56%	475	55.49%	406	53.42%	401	53.47%	398	53.42%	343	60.49%
Non-Resident - Dual	208	24.27%	194	22.66%	175	23.03%	185	24.67%	186	24.97%	111	19.58%
Non-Resident - Family	84	9.80%	78	9.11%	77	10.13%	65	8.67%	60	8.05%	29	5.11%
Total	857	100.00%	856	100.00%	760	100.00%	750	100.00%	745	100.00%	567	100.00%

	YTD 7/31/2016		CY 2015		CY 2014		CY 2013		CY 2012		CY 2011	
RESIDENT MEMBERSHIPS	#		#		#		#		#		#	
Resident	1,742		2,090		1,733		2,007		1,843		1,244	

## YTD 2016 and YTD 2015 Revenue Comparisons

REVENUES	SALES YTD July 2016		SALES YTD July 2015		DIFFERENCE
Greens Fee	\$374,080	69.75%	\$378,045	70.36%	(\$3,964)
Cart Fee	\$110,196	20.55%	\$105,566	19.65%	\$4,630
Food & Beverage	\$26,772	4.99%	\$31,554	5.87%	(\$4,783)
Beer	\$24,290	4.53%	\$21,349	3.97%	\$2,940
Wine	\$987	0.18%	\$795	0.15%	\$192
Total	\$536,324	100.00%	\$537,309	100.00%	(985)