



Parks and Recreation Board Agenda

Department of Public Services

851 South Eton-Conference Room

Tuesday, July 11, 2017

6:30 PM

**I. Call to order**

**II. Approval of the minutes of : Tuesday, June 6, 2017(*regular meeting*)**

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

1. Consideration of a Donation Agreement between the City of Birmingham and Birmingham Little League
2. Preview of National Fitness Campaign - Fitness Court Video
3. Barnum Park Donor Wall Plaque

**IV. Communications/Discussion Items**

1. 1193 Floyd Street Update
2. Alternate Members for Parks and Recreation Board
3. Golf Course Updates
  - a) Finance Report - Golf Courses
  - b) Golf Course Report
4. Update on proposed City of Birmingham Logo (*verbal*)
5. Oakland University Partnership – Research Project (*verbal*)
6. Articles
  - a) Who Says Fun Isn't Universal? – Parks and Rec Business Magazine
7. Communication Received From Larry Bertollini regarding Rail Sculpture Park @ Northeast Corner of Lincoln & Eton
8. Project Updates

**9. Upcoming Department Events (*verbal*):**

**a) 2017 In The Park Concert Series**

- Wednesday, July 12<sup>th</sup>  
Gia Warner & Bobby Lewis (Rock/Classical), 12pm-2pm  
Magic Bus (Psychedelic Music, 60's & 70's), 7pm
- Wednesday, July 19<sup>th</sup>  
Toppermost Beatle Tribute (Beatles), 7pm
- Wednesday, July 26<sup>th</sup>  
Darrin Hagel (Elvis Tribute Artist), 12pm-2pm
- Wednesday, August 2<sup>nd</sup>  
The Antekes (Rock & Roll), 12pm-2pm  
The Sax Maniacs from Detroit (Soul), 7pm

**V. Unfinished Business**

**VI. New Business**

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

**VIII. Next Regular Meeting – Tuesday, August 1, 2017(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 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**

***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**  
**June 6, 2017**

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

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

**MEMBERS ABSENT:** Ross Kaplan and Lilly Stotland

**STUDENT  
REPRESENTATIVES PRESENT:** Ben Gould, Groves Student  
Joey Kummer, Seaholm Student

**ADMINISTRATION:** Lauren A. Wood, Director of Public Services  
Carrie A. Laird, Parks and Recreation Manager  
Connie J. Folk, Recreation Coordinator

**GUESTS:** John Rusche

It was moved by Art Stevens, seconded by Bill Wiebrecht the minutes of the Tuesday, May 2, 2017 regular meeting be approved as corrected.

**Yeas – 5** Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

**Nays – 0**

**Absent-2** Ross Kaplan and Lilly Stotland

**AGENDA ITEM #1** – Recommendation of awarding the Birmingham Ice Sports Arena roof bid  
Carrie stated that the Birmingham Ice Sports Arena is in need of a new roof which encompasses the entry way, lobby, offices, concession stand, conference room and locker rooms.

Carrie stated that the work includes overlaying the existing roof with a fully adhered GAF 60 mil TPO Fleece Back membrane roofing system and reattachment of the soffits facility wide.

Carrie stated that the City of Birmingham would like to award the bid to LaDuke Roofing & Sheet Metal Company. Carrie stated that LaDuke roofing is a certified GAF Master installer and has extensive roofing experience and references that include schools and hospitals throughout the area.

Carrie stated that there would be a budget amendment needed and upon recommendation and approval from the Parks and Recreation Board the report would be presented at the June 26, 2017 City Commission meeting.

Therese stated that the recommendation is a very safe recommendation. Therese stated that LaDuke Roofing & Sheet Metal Company is only \$190 above the lowest bidder and are significantly lower than the next highest bidder and have a satisfactory history working with the City of Birmingham and elsewhere and are experts in the material that the department specified.

Therese stated that LaDuke Roofing & Sheet Metal Company is a sound recommendation.

It was moved by Bill Wiebrecht, seconded by John Meehan to support the Department of Public Services recommendation to the City Commission for the award of the "Flat Roof Replacement at the Birmingham Ice Sports Arena" project to LaDuke Roofing and Sheet Metal.

**Yeas – 5**      Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

**Nays – 0**

**Absent-2**      Ross Kaplan and Lilly Stotland

**AGENDA ITEM #2 – Parks and Recreation Master Plan Consultant Award**

Lauren stated that the report which is being presented was worked by the Parks and Recreation Master Plan Sub-Committee. The three Parks and Recreation Master Plan Sub-Committee consist of Therese Longe, Ryan Ross and Art Stevens.

Lauren stated that the Parks and Recreation Master Plan will be the fourth, five-year comprehensive Parks and Recreation Master Plan for the City of Birmingham.

Lauren stated that six proposals were received for the update of the Parks and Recreation Master Plan. Lauren stated that the Parks and Recreation Master Plan Sub-Committee met on Friday, June 2, 2107 to interview four firms that included ROWE Professional Services, Landscape Architects & Planners, Inc. (LAP), McKenna and Beckett & Raeder.

Lauren stated upon conclusion of the interviews, an in-depth review of the proposals and reference checks, McKenna Associates is the recommended firm.

Therese stated the four firms present were allowed a half-hour each. The firms had time for an opening statement, all answered ten identical questions, some questions about their background, and some hypothetical questions.

Therese stated that all four firms did a nice job presenting. Therese stated that they all had experience in doing multiple recreation master plans (except less so for ROWE Professional Services) in the last few years that have been accepted by the DNR and have won multiple awards.

**3**

Therese stated that the sub-committee recommended McKenna Associates because they had the best orientation to what the City of Birmingham wants to accomplish. Therese stated that the City is not starting from scratch and neither is the City trying to do a comprehensive plan for each City of Birmingham park, which was Beckett & Raeder's orientation and strength.

Therese stated that after the optional items were added in to ROWE's base bid the cost would bring the complete bid price to \$22,000.

Therese stated that McKenna is personable, engaging and they have a lot of experience with similar communities. Currently a different division of their firm is employed by the City of Birmingham doing plan reviews and code inspections and the informal/formal feedback is excellent - good customer service and very competent.

It was moved by Bill Wiebrecht, seconded by John Meehan to support the Department of Public Services recommendation of hiring McKenna Associates to update the Parks and Recreation Master Plan for the City of Birmingham in the amount of \$24,500.

**Yeas – 5**      Therese Longe, John Meehan, Ryan Ross, Art Stevens and Bill Wiebrecht

**Nays – 0**

**Absent-2**      Ross Kaplan and Lilly Stotland

**COMMUNICATIONS/DISCUSSION ITEMS #1a** Golf Course Report

Lauren provided the Parks and Recreation Board the golf report and stated that the golf financials for the last few months will be provided at the July Parks and Recreation Board meeting.

**No Action was taken by the Parks and Recreation Board**

**COMMUNICATIONS/DISCUSSION ITEMS #2a** Birmingham Scraps Annual Fourth of July Fireworks Show

Lauren presented to the Parks and Recreation Board an article about the City of Birmingham cancelling the Fourth of July fireworks.

**No Action was taken by the Parks and Recreation Board**

**COMMUNICATIONS/DISCUSSION ITEMS #3a** 2017 In The Park Concert Series Schedule

Connie presented to the Parks and Recreation Board a partial 2017 In The Park Concert Schedule

**No Action was taken by the Parks and Recreation Board**

**COMMUNICATIONS/DISCUSSION ITEMS #4** Recommendation For Two Alternate Parks and Recreation Board Members

Lauren stated that the administration is looking to have a recommendation that will go before the City Commission to have two alternate Parks and Recreation Board members as part of the Parks and Recreation Board.

Lauren stated that it is under consideration only because the Parks and Recreation Board had low attendance among other boards and feeling that would allow an opportunity to increase attendance.

Lauren stated that Parks and Recreation Board have always had a quorum.

Therese stated that the City Commission is also recommending two alternate board members for the Multi-Modal Transportation Board and Public Arts Board.

**No Action was taken by the Parks and Recreation Board**

**UNFINISHED BUSINESS:**

No unfinished business

**NEW BUSINESS:**

Therese stated that Mark Clemence, Chief of Police had a lengthy comprehensive article about dogs and dogs in the parks in the Eccentric Newspaper.

Therese stated that the article could be placed on the City of Birmingham website and to be sent to Homeowners Associations.

Therese stated in the Eccentric Newspaper and article on how Baldwin Library worked with Beverly Hills on creating a story book trail at Beverly Park. Therese stated that you read picture books page by page walking through Beverly Park.

John suggested that Barnum Park could be a good location for this project.

**No Action was taken by the Parks and Recreation Board**

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

Therese stated that the next meeting will be held on Tuesday, June 11, 2017 at 7:15 pm at DPS.

The meeting adjourned at 6:50 pm  
Connie J. Folk, Recreation Coordinator

**Parks and Recreation Board Meeting 6/6/2017**



## MEMORANDUM

Department of Public Services

**DATE:** July 3, 2017

**TO:** Parks and Recreation Board Members

**FROM:** Lauren A. Wood, Director of Public Services

**SUBJECT:** Birmingham Little League – Donation Agreement

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We were approached by the Birmingham Little League earlier this year in February about entering into a Birmingham Little League (BLL)/Kenning Park Financial Commitment for improvements to two of the fields at Kenning Park. As discussions have been underway regarding the donation of \$219,000 to the City for the improvements to fields #2 and #3, the attached letter dated April 13, 2017 confirmed this commitment by Birmingham Little League.

In turn, the City of Birmingham prepared a Donation Agreement detailing the specifics of such a donation, according to the intention of Birmingham Little League as part of the donation amount. Ultimately, the Donation Agreement will serve as a template going forward for all interested donors in the park system and for other public donation opportunities.

Enclosed is the Donation Agreement prepared for and signed by the Birmingham Little League which details the arrangements for this donation. Birmingham Little League wishes to make a donation to the City of Birmingham for the renovation and/or redesign of the two easterly Little League baseball fields (Fields 2 and 3). A copy of the Kenning Park Parking Lot Improvements and the Kenning Park Master Plan is enclosed for your reference. After the Donation Agreement has been reviewed and accepted by the Parks and Recreation Board it will be provided to the City Commission for consideration.

**SUGGESTED RESOLUTION:**

To support and endorse the acceptance of the Donation Agreement between the City of Birmingham and the Birmingham Little League in the amount of \$219,000 for improvements as it relates to Fields #2 and #3 at Kenning Park.

# Birmingham Little League

April 13, 2017

Mr. Joseph Valentine, City Manager  
cc: Lauren Wood, Director of Public Services  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

RE: Birmingham Little League (BLL)/Kenning Park Financial Commitment

Dear Mr. Valentine,

Thank you again for taking the time to meet with us. We are totally committed to the City of Birmingham and Kenning Park! We are hopeful that this much-talked about project over the years will finally come to fruition. We want Kenning Park to become a beacon of the city that will flourish with activity and become a park that the City of Birmingham and all of its residents and guests are proud of.

We are pleased to write this letter confirming BLL's financial commitment to Phase II of the Kenning Park Master plan. We are prepared to donate to the cost of renovation, not to exceed \$219,000.00. This commitment to the City will be aligned exclusively with the re-design of Fields 2 & 3 as indicated on the Kenning Park Master Plan (dated 4/30/14) along with the estimates provided by various vendors. Furthermore, these funds are specifically to be used for the construction and re-design of these fields with the following stipulations:

- Kenning Park retains a design that includes 4 ball fields intended for BLL use
- BLL will have first right of refusal of field usage and field permits in perpetuity
- Maintenance of the fields/park to be performed by the City of Birmingham
- Field naming rights – this would be used to honor and commemorate donors as well past BLL volunteers. BLL would garner approval from the City of Birmingham prior to implementation.

As you know, the Little Leaguers of Birmingham have been gracing the fields at Kenning Park since its inception in 1947. We hope that this tradition will continue another 70 years. The kids need Kenning Park and Kenning Park needs the kids.

We are committed and ready to move forward with the hopes of this project beginning as soon the terms of this agreement are reached.

I would like to thank you and Lauren for all of the work you have done and I will continue to strive to see that this dream becomes a reality. You can certainly contact me at any time to discuss this matter.

Best Regards,



Pat O'Neill  
President  
Birmingham Little League

## DONATION AGREEMENT

**THIS DONATION AGREEMENT** made on this 22<sup>ND</sup> day of JUNE, 2017, by and between **THE CITY OF BIRMINGHAM**, 151 Martin Street, Birmingham, MI, 48009 (hereinafter "Birmingham") and **BIRMINGHAM LITTLE LEAGUE**, P.O. Box 2536, Birmingham, Michigan 48012 (hereinafter "BLL").

**WHEREAS**, a 21.71 acre community park, Kenning Park is located in the southeast portion of the City adjacent to Lincoln Road. The site is the primary recreation sports complex in the community and includes both indoor and outdoor recreational facilities; and,

**WHEREAS**, the indoor facilities include a regulation sized ice rink with bleacher seating for 920 spectators and a smaller, studio arena used for skating lessons and skate parties within the complex; and,

**WHEREAS**, the outdoor facilities at Kenning Park include three Little League baseball diamonds and one softball diamond, four tennis courts, open space and playground equipment with an ADA accessible path leading from the 251 parking spaces area to the playground. Also included is a skate park facility on the northeast edge of the park property and a private tennis club at the northwest edge of the park property; and,

**WHEREAS**, the City of Birmingham has the authority, pursuant to Birmingham City Charter, Chapter II, Section 2(1) to receive donations; and,

**WHEREAS**, BLL has typically utilized the one (1) softball and three (3) Little League baseball fields in Kenning Park during the months of April through July each year; and,

**WHEREAS**, BLL wishes to make a donation to Birmingham for the renovation and/or redesign of the two easterly Little League baseball fields (Fields 2 and 3) as outlined in Phase II of the Kenning Park Master Plan; and,

**WHEREAS**, Birmingham wishes to accept this donation for the renovation and/or redesign of the two easterly Little League baseball fields (Fields 2 and 3) in accordance with the terms specified herein.

**NOW, THEREFORE**, Birmingham and BLL hereby agree as follows:

1. BLL will donate to Birmingham \$219,000 and will be exclusively used for the renovation and design of Fields 2 & 3 including, but not limited to, all construction drawings, surveys and engineering. Furthermore, these funds are specifically to be used for the construction and re-design of these fields with the following terms and conditions:

2. Phases. This project will be undertaken in two phases, as follows:

a) Phase 1. The City shall have Fields 2 and 3 redesigned in preparation for construction drawing, bid specifications and cost estimates. This work shall be undertaken and paid for by the City. The services performed shall be

directed at the sole discretion of the City. After this initial work is complete, and cost estimates secured, the City will share this information with BLL and either party shall have the right to terminate this Agreement without any further obligation to the other. Should either party wish to terminate, written notice shall be given to the other within thirty (30) days of the delivery of the written cost estimates. All notices shall be delivered by U.S. First Class Mail, as follows:

**Notice to City:**  
Mr. Joseph A. Valentine  
City Manager  
***City of Birmingham***  
151 Martin Street  
Birmingham, MI 48009

**Notice to BLL:**  
Mr. Pat O'Neill  
President  
***Birmingham Little League***  
P.O. Box 2536  
Birmingham, MI 48012

- b) Phase II. If neither party terminates the Agreement in the manner described herein, then the BLL shall make its donation of Two Hundred Nineteen Thousand and 00/100 Dollars (\$219,000) within 30 days to the City. The City, after the receipt of the funds, shall undertake construction drawing and bid specifications for the bidding of the project. Should the bids be substantially over the cost estimates, in the City's sole discretion, the City may terminate the Agreement. In such event, the donated funds shall be returned to the BLL.

If the bids are reasonable, in the City's judgment and sole discretion, the project shall proceed as described on Exhibit A, and the construction drawings and bid specification shall then be added to this Agreement as Exhibit B.

3. Exhibit A. The parties agree that Exhibit A contains the description of the donation and specific terms and conditions thereto.

4. Maintenance. The City shall be responsible for the maintenance of the fields.

5. City's Responsibility. The City shall be responsible for any claims arising out of or in connection with the City's access to and use of the Property and from any act or negligence of the City or the City's Authorized Personnel.

6. Governing Law. This Agreement shall be governed by the laws of the State of Michigan. The parties acknowledge that this Agreement pertains to property located in the State of Michigan, and the parties submit to the jurisdiction of the courts of Oakland County, Michigan.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by both parties.

8. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in a writing signed by the party to be bound.

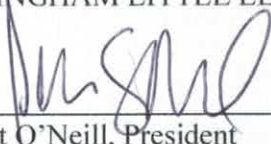
9. Severability. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and the assigns.

11. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

12. Effective Date. The Effective Date of this Agreement shall be the date the last party executes this Agreement.

**WHEREFORE,** the parties have executed this Agreement as of the date first written above.

CITY OF BIRMINGHAM, a Michigan Municipal Corporation	BIRMINGHAM LITTLE LEAGUE
By: _____ Joseph A. Valentine, City Manager	By:  _____ Pat O'Neill, President

## **EXHIBIT A**

### **General Terms**

- 1) The donation of Two Hundred Nineteen Thousand Dollars (\$219,000) shall be used for the renovation of the two easterly Little League baseball fields comprised of Fields 2 and 3 in Kenning Park. Said renovations shall be in accordance with the City's specifications, processes and its sole approval.
- 2) Kenning Park shall be renovated and/or designed for the intended use of the public.
- 3) Maintenance of the fields and parks will be performed by the City in accordance with its standards and practices.
- 4) The donation from BLL to renovate two Little League baseball fields comprised of Fields 2 and 3 in Kenning Park shall not limit or restrict the City in any planned future uses of Kenning Park.
- 5) All construction activities with respect to Phase II of this Agreement shall be at the sole discretion of the Birmingham City Commission.

### **Field Usage**

- 1) In consideration of their donation to renovate two Little League baseball fields (Fields 2 and 3) at Kenning Park, BLL shall have the first right of refusal for use of these fields for the next 20 years (thru 2038), subject to BLL continuing to be the most frequent user of these fields based on permits issued.
- 2) In consideration of their donation to renovate two Little League baseball fields (Fields 2 and 3) at Kenning Park, the City agrees to make available 4 baseball fields in Kenning Park for the use of BLL, notwithstanding the fields will also be available for public use and subject to BLL continuing to be the most frequent user of these fields based on permits issued. The City reserves the right to change the utilization of the unimproved ballfields in Kenning Park after a 10 year period (2028), should the City revise its plans for Kenning Park. If such circumstance exists, the City agrees to make fields available at other parks in the City for use by BLL.

### **Timeframe**

- 1) Should Phase II of this Agreement be effectuated by June 30, 2018, the City shall plan to implement the renovations to Fields 2 and 3 of Kenning Park in 2018.

### **Field Naming Rights**

1) In consideration of their donation to renovate Fields 2 and 3 of Kenning Park, BLL shall be entitled to name both Fields 2 and 3 at Kenning Park with a plaque mounted to the backstop at each field. The design and content of the plaques are subject to approval by the City. The cost of the plaque shall be paid by BLL in addition to its donation. Additional opportunities for naming rights at Kenning Park shall be at the discretion of the City and subject to the City's Parks Donation Policy.

**EXHIBIT B**

**Construction Drawings and Bid Specifications**



TOTAL PARKING SPACES = 251



0 30 60 120  
NORTH

**KENNING PARK  
MASTER PLAN**

January 2014

The Johnson Hill Land Ethics Studio



## MEMORANDUM

Department of Public Services

**DATE:** July 5, 2017

**TO:** Parks and Recreation Board Members

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

**SUBJECT:** Barnum Park Donor Wall Plaque

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The Community for Barnum Park has selected the style and material for a donor plaque to be placed on the Barnum Park "Arch" to display names of donors that have contributed to Barnum Park enhancements.

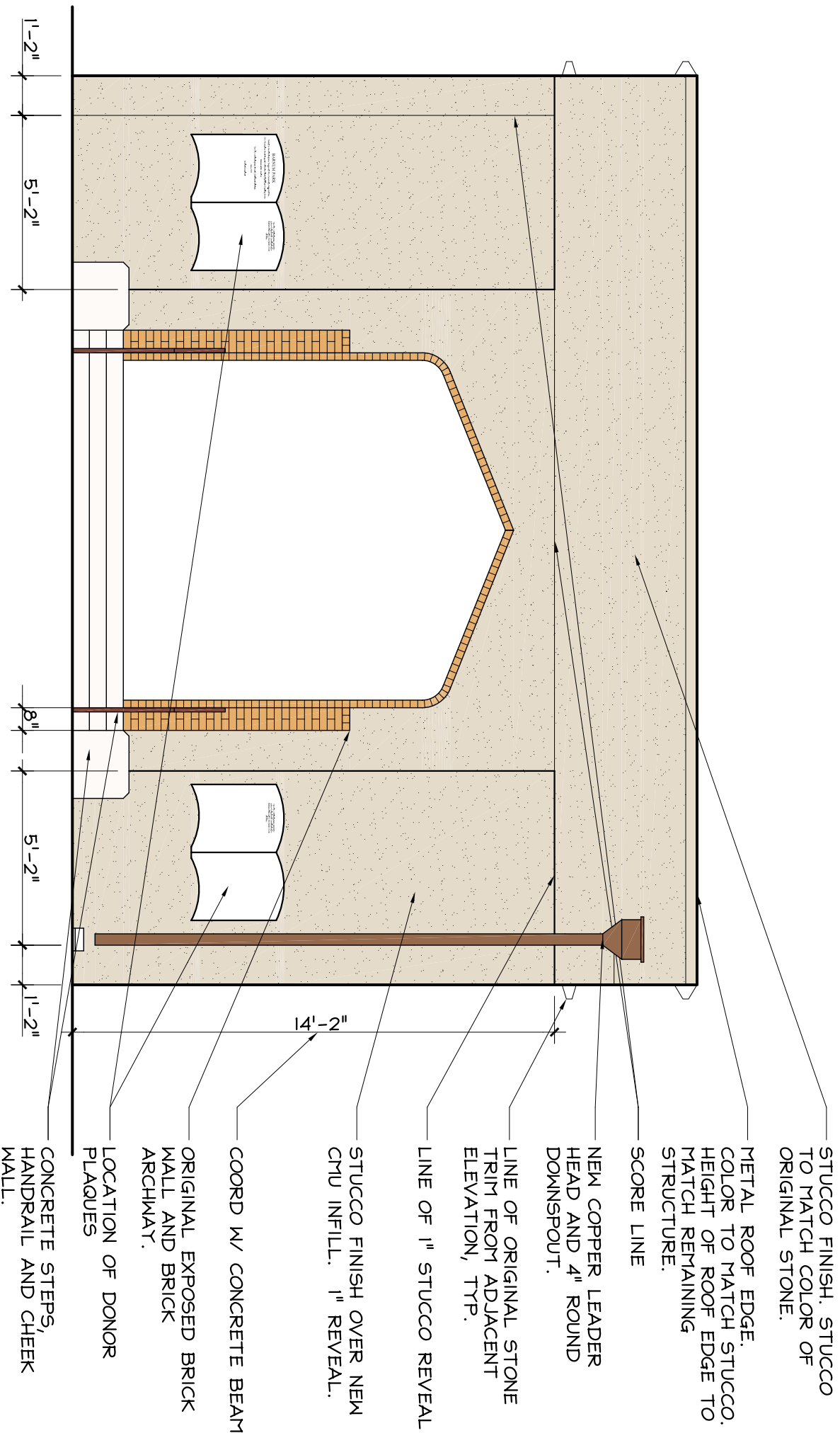
The design of the plaque is an open book, fitting with the history of Barnum being a school. In anticipation of this possibility, and in working with the City and Community for Barnum Park, a sketch was provided in 2008 by M.C. Smith following the demolition project, attached. The levels of donations are displayed by type of trees; symbolic of the natural value of the park, and the size accordingly, for instance highest levels would be "Oak", next "Linden", then "Pine", "Dogwood" and "Redbud". See attached artwork approval sheet from Penchura.

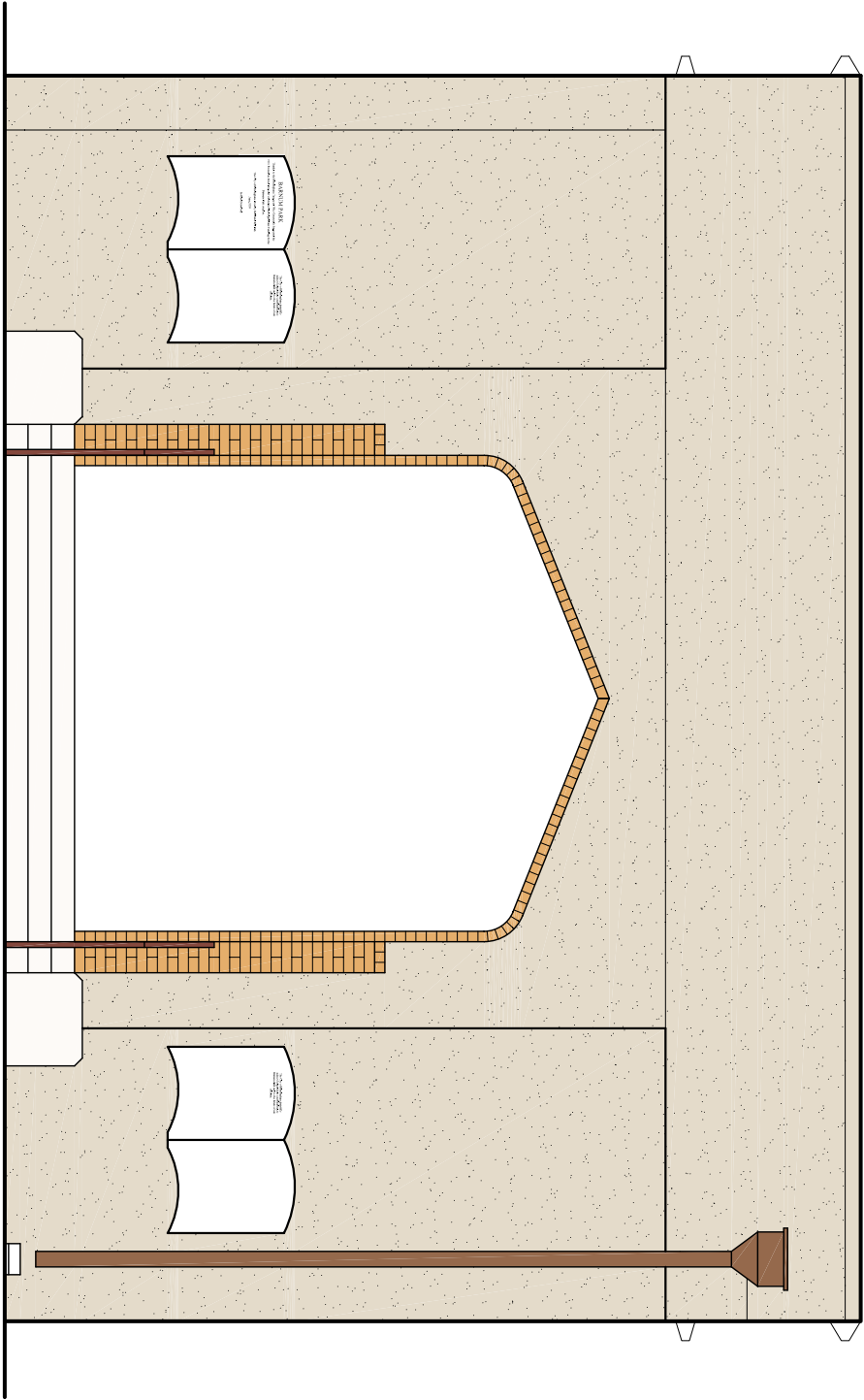
The material is called DigiFuse™ by Landscape Structures and is available through a City of Birmingham vendor, Penchura. DigiFuse™ provides vivid, full-color, photo-realistic graphics with long-lasting durability on metal components. A quote has been provided and is attached for your reference. This quote includes the cost for the plaque and installation, a total of \$1,750.00.

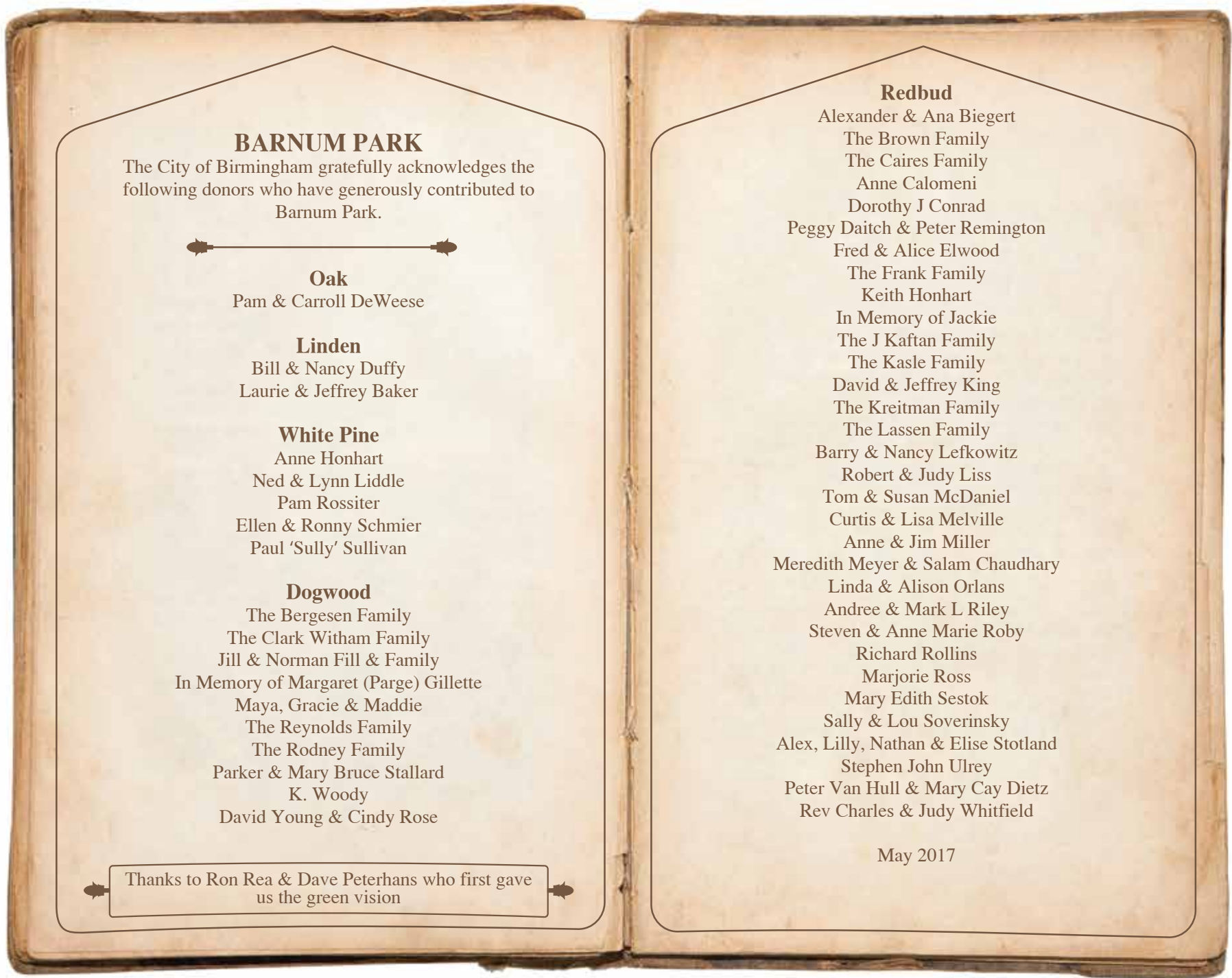
The City of Birmingham's purchasing guidelines require that purchases \$6,000 and above must be approved by the City Commission. This purchase does not fall in that category and therefore will not be taken to the City Commission for approval. Barnum Park Donation Dollars will cover the cost of this purchase.

**SUGGESTED RESOLUTION:**

To support the design, location and material choice for the Barnum Park Donor Wall Plaque, selected by the Community for Barnum Park, and further, to endorse the purchase and installation of this plaque from Penchura, LLC.







# ART APPROVAL

PLEASE REVIEW AND APPROVE THE FOLLOWING:

- ☐ COLOR
- ☐ VERBIAGE
- ☐ LAYOUT/SIZE
- ☐ OVERALL GRAPHIC

THIS APPROVAL CONFIRMS THAT ALL MAJOR DESIGN WORK HAS BEEN COMPLETED AND ACCURATELY REFLECTS THE DIRECTION SPECIFIED BY THE CLIENT. THIS RENDERING REMAINS A CONCEPTUAL APPROXIMATION AS CUSTOM PRODUCTS ARE SUBJECT TO FINAL ENGINEERING INCLUDING HARDWARE PLACEMENT AND MINOR CHANGES RELATED TO STANDARDS AND MANUFACTURING CAPABILITIES. ANY CHANGES FOLLOWING THIS APPROVAL WILL IMPACT DELIVERY DATE AND WILL BE SUBJECT TO CHANGE ORDER.

SIGNATURE

DATE



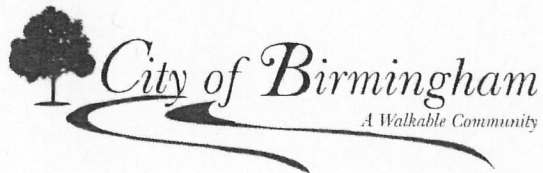
16798319-1-3

Barnum Park

CUSTOM PANEL SIZE

SIZE: 36" x 48"

889 S. Old US 23, Brighton, MI 48114  
Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



## MEMORANDUM

Building Department

**DATE:** June 28, 2017

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

**FROM:** Bruce R. Johnson, Building Official

**SUBJECT:** 1193 Floyd St. Temporary Construction Easement

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A temporary construction easement agreement for a safety barrier to be installed on St. James Park property is attached. The safety barrier is required by the Building Code to keep the public a safe distance away from construction activities occurring at 1193 Floyd St. where a new two story apartment building is under construction just north of the park. The Building Code requires safety barriers such as sidewalk sheds, barrier walls and/or fencing to protect pedestrians on adjoining public property. The construction of the south side of the project requires a safety buffer in accordance with the Building Code in the form of a temporary easement. These easements have been provided for several projects throughout the City.

The easement is 25-feet wide running the length of the south property line of 1993 Floyd St. from east to west and extending to the curb at Floyd St. The 25-foot distance is my recommendation based on the Building Code to keep the public a safe distance from construction activities by eliminating the need for a sidewalk shed and 8-foot tall barrier wall typically installed along sidewalks and roadways. The park setting is unique.

The easement agreement permits the removal of the existing 6-foot tall chain link fence along the property line and the installation of a 6-foot tall chain link construction fence enclosing the easement area. The agreement is anticipated to terminate in approximately six months at the issuance of the first Certificate of Occupancy, but will terminate one year after its issuance regardless. The agreement provides for the installation of a new six foot tall chain link fence by the City along the property line paid for by the owners of 1193 Floyd St.

The Parks and Recreation Board in 2016 reviewed both a temporary easement for construction activities and a permanent easement for maintenance purposes for this project. The temporary public protection easement made sense, but the Board rejected the permanent easement.

The Temporary Construction Easement was drafted by the City Attorney with my input. It is my professional opinion that this short term agreement is necessary for the protection of the public during construction operations at 1193 Floyd St.

### **TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration the receipt of which is hereby acknowledged, CITY OF BIRMINGHAM, a Michigan municipal corporation whose address is 151 Martin Street, Birmingham, Michigan 48012, Grantor, hereby grants, to FLOYD STREET, LLC, a Michigan limited liability company whose address is 3001 Telegraph Road, Suite 366, Bingham Farms, MI 48025 Co-Grantee, and CORE CONSTRUCTION SERVICES, LLC, a Michigan limited liability company, whose address is 3001 Telegraph Road, Suite 366, Bingham Farms, MI 48025, Co-Grantee, its licensees, and agents a temporary construction easement (the "Easement") to construct, the project at 1193 Floyd, Birmingham, MI, together with the right of ingress and egress for the purposes of exercising the rights conveyed in this grant of a temporary construction easement, in, upon, over and across the property of the Grantor (the "Property") as described in Exhibit A attached hereto and made a part hereof.

The Easement is described on Exhibit B - attached hereto and made a part hereof.

This Easement shall terminate upon either the written notice of termination of Easement from Grantees, issuance of a Certificate of Occupancy, or upon one year after the issuance of this Temporary Construction Easement.

The Grantor shall grant the Grantees a Temporary Construction Easement on the northern 25 feet of Grantor's property lying immediately south of Grantees' property, commonly known as 1193 Floyd, Birmingham, Michigan, and more completely described in Exhibit B. The Grantees may remove the 6 foot chain link fence currently on the property line between Grantor and Grantees' property and during the period of the Temporary Construction Easement shall erect a 6 foot construction fence with green screen fabric which will remain in place until the Easement expires or is terminated by earlier action of the parties. Upon removal of the temporary construction fence, the Grantor shall replace the 6 foot chain link fence on the property line between Grantor and Grantees' property and Grantees will be responsible for all costs with respect to the material and installation of the new chain link fence in that area.

Grantor reserves the following rights with respect to the easement: a) The right to use the easement property subject to the easement provided that such use is not materially inconsistent with the right granted to Grantees under this agreement. b) The right of

ingress over, under and across the easement property, subject to the rights of Grantees under this agreement Grantees hereby agree to promptly restore in good and workmanlike manner all property damaged, destroyed or disturbed in connection with Grantees' construction, reconstruction, maintenance, operation or removal activities under this Easement Agreement or the exercise of any other rights of Grantees under this Easement Agreement or the operation of any facilities, improvements or other items installed, constructed or placed by Grantees on the property. Grantees hereby agree to indemnify and hold Grantor harmless from and against any and all damages, liabilities, claims and expenses, including but not limited to attorney's fees incurred by or asserted against Grantor which arise out of any personal injury or death or property damage arising out of any of Grantees' construction, reconstruction, maintenance, operation, removal or restoration activities under this Easement Agreement or the exercise of any other rights of Grantees under this Easement Agreement or the operation of any facilities, improvements or other items installed, constructed or placed by Grantees on the Property.

Any disputes arising under this Easement agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the Grantor. The Grantees shall advise the Grantor of any dispute it has arising out of this Agreement and shall demand that the Grantor elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The Grantor shall make its election in writing within thirty (30) days from the receipt of such notice. If the Grantor elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two appointed appointing a third. A judgment of any circuit court may be rendered upon the arbitrator's award. In the event the Grantees fail to make such an election, any dispute between the parties may be resolved by the filing of a suit in Oakland County Circuit Court.

The parties may terminate this Temporary Construction Easement by written mutual consent signed by all parties or pursuant to its termination one year after issuance.

THIS GRANT IS hereby declared to be binding upon the agents, lessees, and licensees of the parties hereto.

This transfer is exempt from the Real Estate Transfer Tax pursuant to MCLA 207.505(a) and from the State Real Estate Transfer Tax pursuant to MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

29 day of June, 2017.

GRANTOR:

CITY OF BIRMINGHAM

Signed Joseph A. Valentine

Printed Joseph A. Valentine

Title

City Manager

GRANTEE:

FLOYD STREET, LLC (Co-Grantee)

Signed Larry Goss

Printed Larry Goss

Title

Member

CORE CONSTRUCTION SERVICES, LLC  
(Co-Grantee)

Signed Larry Goss

Printed Larry Goss

Title

Member

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 29th day of June, 2017, by Mendoza of the City of Birmingham.

Notary Public Mendoza

Oakland County, MI

Acting in the County of Oakland

My Commission Expires 2/13/20

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2017, by LARRY GOSS the MEMBER of FLOYD STREET, LLC.

Notary Public Bridgette Moran  
Acting in the County of Oakland  
County of Oakland  
My Commission Expires 4-12-2019

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2017, by LARRY GOSS the MEMBER of CORE CONSTRUCTION SERVICES, LLC.

Notary Public Bridgette Moran  
Acting in the County of Oakland  
County of Oakland  
My Commission Expires 4-12-2019

DOCUMENT DRAFTED  
BY AND RETURN TO:  
Timothy J. Currier  
Beier Howlett, P.C.  
3001 W. Big Beaver Road, Ste. #200  
Troy, MI 48084

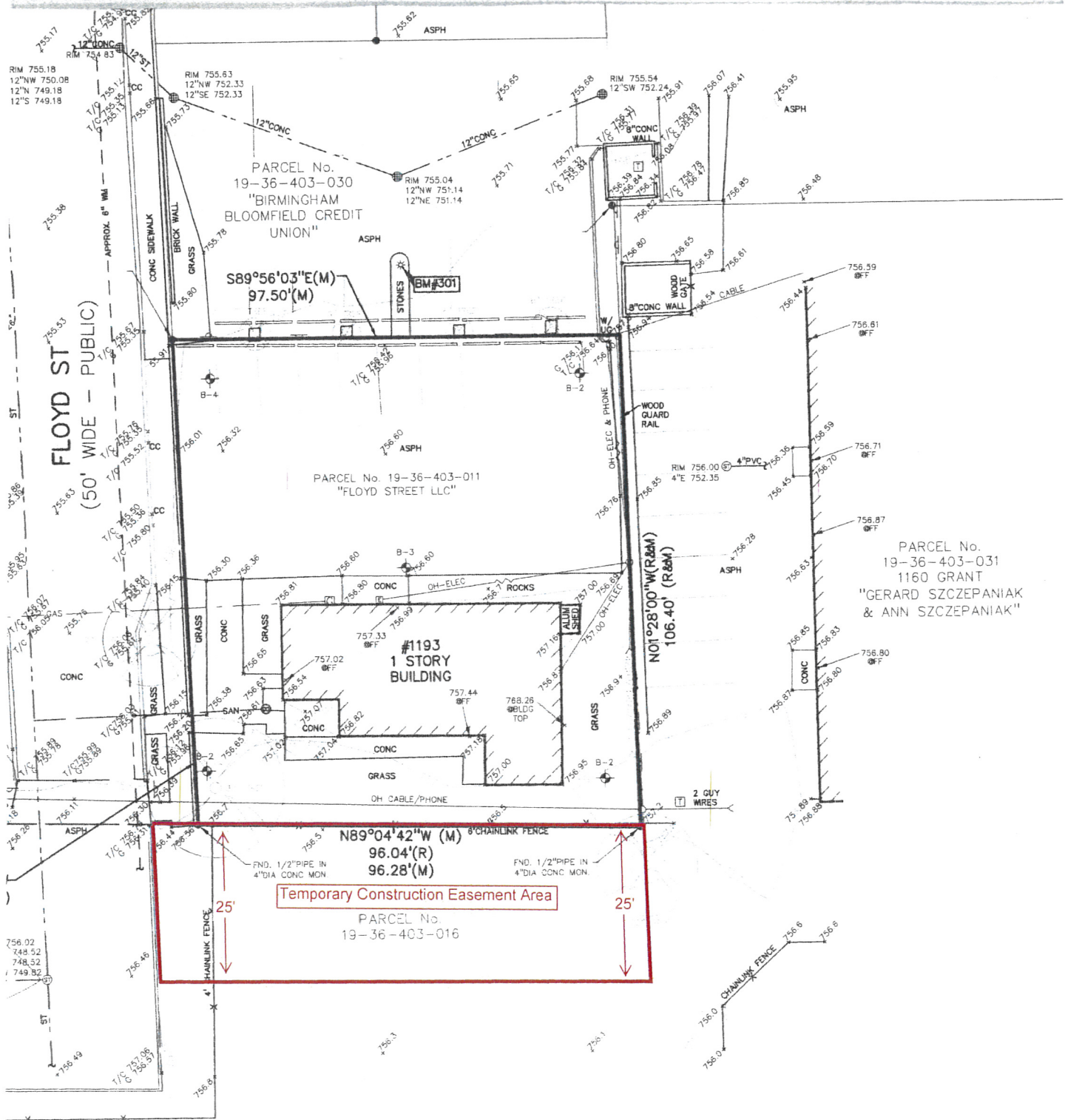
# **EXHIBIT A**

St James Park

Parcel ID Number: 19-36-403-016

Legal Description: T2N, R10E, SEC 36 BIRMINGHAM WOODWARD SUB LOTS 19 TO 30 INCL, ALSO LOTS 52 TO 63 INCL, ALSO LOTS 72 TO 83 INCL, ALSO LOTS 92 TO 103 INCL, ALSO ALL OF VAC FLOYD ST ADJ TO LOTS 52 TO 63 INCL 4-6-93 CORR

# **EXHIBIT B**



***EXCERPT***  
**BIRMINGHAM CITY COMMISSION MINUTES**  
**MAY 22, 2017**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Mark Nickita called the meeting to order at 7:30 PM.

**II. ROLL CALL**

ROLL CALL: Present,	Mayor Nickita Mayor Pro Tem Harris Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff Commissioner Sherman
Absent,	None

Administration: City Manager Valentine, City Attorney Currier, City Clerk Brown, Police Commander Grewe, City Planner Ecker, Finance Director Gerber, Assistant to the City Manager Haines, City Engineer O'Meara, Library Director Koschik

**05-139 -17 USE OF ALTERNATES, REPORTING BOARD ATTENDANCE, AND  
MODIFYING REQUIREMENTS FOR BOARD MEMBERS**

Assistant to the City Manager Haines presented results of a review of board and committee attendance suggesting that three groups might benefit from having two alternate positions added to increase attendance and/or achieve quorum: 1) Advisory Parking Committee, 2) Parks and Recreation Board, and 3) Public Arts Board.

Assistant to the City Manager Haines also presented, based on review of current methods of using alternates, the following recommended process for use of alternates to be consistent for all boards and committees, with the exception of the Zoning Board of Appeals.

1. Alternates are to be called on a rotating basis to sit as a regular member in the absence of a regular member.
2. Alternates are provided the same access (printed or electronic) to the agenda packet as regular members, regardless if they have been called to sit in as an alternate or not.
3. Alternates are to be contacted with as much lead time before the meeting date as possible. Staff will ask during each meeting if any regular member is planning to be absent at the upcoming meeting. Staff will also email regular members at least two days prior to the meeting date to confirm attendance. The appropriate alternate (using a rotating schedule) is contacted by staff and confirms or denies the offer to sit in. A record of their attendance is maintained by staff based on if they were called and turned down the opportunity; then it would count as an absence. Not being asked does not constitute an absence and would be left blank in the attendance record.
4. Alternates are expected to be familiar with current board issues either by attending live meetings, watching live broadcast remotely, reviewing archived video recordings of the

meetings, or by reading the meeting minutes. In meetings where an issue discussed will be continued at a future meeting, it is appropriate to require that same alternate to come back, and the regular member to recuse his or herself based on their earlier absence.

5. Alternates under consideration for selection and addition to a committee or board, must meet one of the already established criteria for one of the regular members.

Commissioner Hoff asked why the rosters for some boards were included in the packet, and Assistant to the City Manager Haines explained the Commission had asked which boards used the language "in so far as possible" in regards to qualifications for appointment.

Commissioner Hoff stated the requirement for alternates to be aware of issues is an important point.

Commissioner Bordman advocated for alternates being required to attend all meetings, explaining that being present in the meeting room will elevate the status of alternates, promote comradery between the alternates and the regular board members, establish continuity in discussions, and allow alternates to be fully prepared. She further proposed that every member of a board or committee who misses a meeting be required to either read the minutes or watch the video of the meeting in order to keep up.

Regarding attendance:

- Commissioner Boutros noted the importance of enforcing attendance of regular members as well as alternates, and suggested a minimum attendance requirement for reappointment eligibility.
- Mayor Nickita said attendance is documented for all appointees. He was not in favor of instituting a minimum attendance requirement, but suggested the Commission review attendance to determine whether or not reappointing a member would be appropriate.
- Commissioner DeWeese concurred that attendance be taken for both regular and alternate members, and believed recording attendance results in self-adjustment. He recommended the attendance recording document contain no blanks, as blanks signify something missed.

The Commission was generally in favor of Commissioner Bordman's requirement for alternates to attend all meetings and discussed ways in which to implement the requirement into recommended process for use of alternates. Commissioner Sherman suggested Assistant to the City Manager Haines revise the policy in conformity with the Commission's discussion, rather than either the Commission trying to draft new language at the table, or having staff bring a revised policy back.

Assistant to the City Manager Haines summarized the discussion, noting the Commission wants clarification that alternates are required to attend all meetings, that a record of attendance of both alternates and regular members be maintained, and that the language is clear that the expectation of the alternate is the same level as that of a regular member.

**MOTION:** Motion by Commissioner Bordman, seconded by Mayor Pro Tem Harris:  
To amend the ordinances of the Advisory Parking Committee, the Parks and Recreation Board, and the Public Arts Board, to add 2 alternate positions to each as follows:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members.

**AND**

To amend Part II of the City Code, Chapter 78, Parks and Recreation, Article II., Parks and Recreation Board, Section 78-26, Created; composition.

**AND**

To amend Part II of the City Code, Chapter 78, Public Arts Board, Article V., Public Arts Board, Section 78-103, Composition and terms of members.

**AND**

To direct the city clerk to standardize the attendance reporting of all city boards and committees as outlined in the May 12, 2017 memorandum to the city manager and as clarified by the Commission and to direct staff to amend the Recommended Process for Use of Alternates as clarified by Commissioner Bordman.

VOTE:        Yeas,        7  
              Nays,        0  
              Absent,    0

CITY OF BIRMINGHAM

ORDINANCE NO. 2233

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 78 PARKS AND RECREATION, ARTICLE II. PARKS AND RECREATION BOARD, SECTION 78-26 CREATED; COMPOSITION.**

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 78 Parks and Recreation Board, Article II. Parks and Recreation Board, Section 78-26 Composition, as follows:

**ARTICLE II. – PARKS AND RECREATION BOARD**

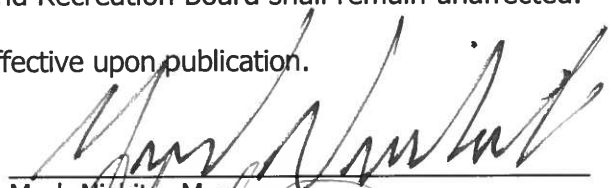
**Sec. 78-26. – Created; composition.**

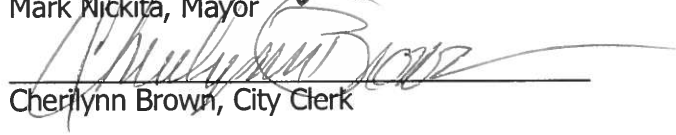
There is hereby created a parks and recreation board consisting of the city manager and the director of public services or their designated representatives as nonvoting ex-officio members, and seven members, who are electors in the city, appointed by the city commission.

**The city commission may appoint two alternate members to serve as needed on the Parks and Recreation Board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Parks and Recreation Board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the Parks and Recreation Board.**

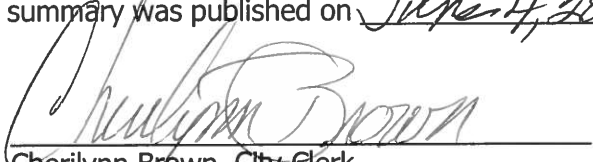
All other Sections of Chapter 78 Parks and Recreation Board shall remain unaffected.

Ordained this 22<sup>nd</sup> day of May, 2017. Effective upon publication.

  
Mark Nickita, Mayor

  
Cherilynn Brown, City Clerk

I, Cherilynn Brown, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held 5-22-17 and that a summary was published on June 4, 2017.

  
Cherilynn Brown, City Clerk



## **Expectations of Alternates on City Boards or Committees**

The following guidelines have been adopted from the May 22, 2017 Birmingham City Commission meeting. The Commission gave direction regarding alternates being required to attend all meetings, explaining that by being present in the room, it will elevate the status of alternates, promote comradery between the alternates and the regular board members, establish continuity in discussions, and allow alternates to be fully prepared. Further, it was proposed that every member of a board or committee who misses a meeting be required to either read the minutes or watch the video of the meeting in order to keep up. The expectation of the alternate is the same level of that of a regular member. The expectations are as follows:

1. Alternates are expected to attend all meetings of their appointed board just as regular members are expected to attend all meetings. Alternates are to be utilized on a rotating basis to sit as a regular member in the absence of a regular member, except the Board of Zoning Appeals (BZA) may continue the existing practice of utilizing alternates by seniority.
2. Alternates are provided the same access (printed or electronic) to the agenda packet as regular members.
3. A record of attendance for all members, regular and alternates, is maintained by the staff person assigned to each board. If a member or an alternate cannot make a meeting, he or she should contact the staff person and advise them of their intended absence.
4. In meetings where an issue discussed will be continued at a future meeting, and an alternate was utilized for that specific meeting, it is appropriate that the same alternate be utilized for that issue, and the regular member to recuse his or herself for that issue based on their earlier absence.
5. Alternates under consideration for selection and addition to a committee or board as a regular member, must meet one of the already established criteria for one of the regular members.

CITY OF BIRMINGHAM  
GOLF COURSE OPERATING REPORT  
FOR THE MONTH ENDED MAY 2017

	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	5,078	6,208	5,724	9,737	10,802	15,945	11,001	16,077
MERCHANDISE SALES	1,595	2,037	2,332	4,365	3,927	6,402	3,557	5,380
WEEK DAY GREENS FEES	32,105	41,613	41,565	56,745	73,671	98,358	76,093	106,166
WEEKEND & HOLIDAY GREENS	12,227	18,178	15,754	30,227	27,981	48,405	34,001	52,399
CART RENTALS	779	1,155	596	1,143	1,375	2,297	1,687	2,292
TOURNAMENT ENTRY FEES	624	624	532	676	1,156	1,300	560	560
CLASSES	-	-	46,408	46,408	46,408	46,408	52,365	52,365
GOLF CART RENTALS	10,418	13,137	12,097	18,788	22,515	31,925	25,955	34,555
BUSINESS MEMBERSHIP	1,000	1,480	1,800	6,000	2,800	7,480	2,710	8,210
NON-RESIDENT MEMBERSHIPS	12,080	20,805	21,200	91,675	33,280	112,480	40,450	107,350
UNLIMITED GOLF PASS	-	1,300	600	2,600	600	3,900	(11)	3,589
PACKAGE CLUB PASS	-	-	-	290	-	290	-	-
GOLF HANDICAP FEE	-	-	-	-	-	-	-	-
INVESTMENT INCOME	-	-	1,506	8,240	1,506	8,240	606	4,555
LEASE PAYMENTS	1,600	8,000	570	2,852	2,170	10,852	1,354	6,770
SUNDRY & MISCELLANEOUS	-	-	130	158	130	158	6	12
CASH OVERAGE/(SHORTAGE)	(1)	-	(10)	10	(11)	10	-	10
<b>TOTAL REVENUES</b>	<b>77,505</b>	<b>114,538</b>	<b>150,806</b>	<b>279,912</b>	<b>228,310</b>	<b>394,450</b>	<b>250,334</b>	<b>400,290</b>
<u>EXPENSES</u>								
<u>FINANCE</u>								
ADMINISTRATION COST	1,474	7,371	1,474	7,371	2,948	14,742	2,860	14,300
AUDIT	-	-	-	-	-	-	-	-
<b>SUB-TOTAL FINANCE</b>	<b>1,474</b>	<b>7,371</b>	<b>1,474</b>	<b>7,371</b>	<b>2,948</b>	<b>14,742</b>	<b>2,860</b>	<b>14,300</b>
<u>MAINTENANCE</u>								
SALARIES & WAGES DIRECT	5,686	18,342	3,583	19,230	9,270	37,572	12,165	39,357
OVERTIME PAY	30	30	1,718	1,788	1,748	1,818	-	-
LONGEVITY	-	-	-	-	-	-	-	-
FICA	434	1,386	402	1,585	836	2,970	923	2,970
HOSPITALIZATION	379	2,085	379	2,556	758	4,641	686	3,773
LIFE	14	76	14	82	28	159	28	154
RETIRE CONTRIB HEALTH	223	1,122	223	1,136	447	2,258	78	429
DENTAL/OPTICAL	48	267	48	296	97	562	103	564
LT/ST DISABILITY	21	117	21	130	43	247	43	234
WORKER'S COMPENSATION	56	177	46	210	102	387	119	381
RETIREMENT EMPLOYER CNTRB	68	351	68	372	137	723	130	664
HRA BENEFIT	-	10	-	10	-	20	-	20
RETIREMNT-DEF CONTR EMPLR	208	1,141	208	1,240	415	2,381	406	2,234

Communication/Discussion Item #3a

CITY OF BIRMINGHAM  
GOLF COURSE OPERATING REPORT  
FOR THE MONTH ENDED MAY 2017

	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
RET HLTH SVGS CONTR EMLR	74	404	74	458	147	862	146	803
OPERATING SUPPLIES	887	11,555	5,633	23,627	6,520	35,182	17,054	25,634
OTHER CONTRACTUAL SERVICE	19	2,286	-	1,500	19	3,786	3,727	4,140
TELEPHONE	-	-	-	-	-	-	-	-
ELECTRIC UTILITY	147	562	691	2,117	837	2,678	802	2,702
GAS UTILITY	100	1,082	72	698	172	1,780	92	1,057
WATER UTILITY	-	-	-	62	-	62	16	45
TRAINING	188	238	188	303	375	540	-	100
PRINTING & PUBLISHING	-	-	-	-	-	-	-	-
EQUIPMENT RENTAL OR LEASE	2,417	12,083	2,417	13,082	4,833	25,166	4,833	24,167
SUB-TOTAL MAINTENANCE	10,998	53,313	15,784	70,481	26,782	123,795	41,351	109,428
<u>CLUBHOUSE</u>								
SALARIES & WAGES DIRECT	9,483	23,774	13,059	32,617	22,542	56,391	20,121	54,082
OVERTIME PAY	366	367	-	0	366	367	453	892
LONGEVITY	-	-	-	-	-	-	-	-
FICA	749	1,824	995	2,471	1,744	4,295	1,573	4,203
HOSPITALIZATION	1,663	6,238	1,004	6,853	2,667	13,091	1,820	10,010
LIFE	2	9	2	11	3	20	3	19
RETIRE CONTRIB HEALTH	230	1,160	230	1,171	460	2,330	156	859
DENTAL/OPTICAL	59	271	59	282	118	553	9	47
LT/ST DISABILITY	26	119	26	124	52	243	3	19
WORKER'S COMPENSATION	96	234	129	325	226	559	202	534
SICK TIME PAYOUT	-	-	-	-	-	-	-	-
RETIREMENT EMPLOYER CNTRB	78	408	78	425	157	833	149	771
HRA BENEFIT	-	20	-	20	-	40	-	40
RETIREMNT-DEF CONTR EMLR	242	1,332	242	1,363	484	2,695	-	1
RET HLTH SVGS CONTR EMLR	71	393	71	414	143	806	2	10
OPERATING SUPPLIES	1,246	4,418	1,294	6,902	2,541	11,319	2,268	10,520
FOOD & BEVERAGE	1,203	3,096	1,161	3,823	2,364	6,918	1,640	5,987
BEER AND WINE	2,054	2,630	660	1,590	2,714	4,220	2,783	3,451
MERCHANDISE	1,175	4,004	750	4,279	1,925	8,282	2,890	13,029
INSTRUCTORS	-	-	-	-	-	-	-	-
OTHER CONTRACTUAL SERVICE	137	903	1,058	1,692	1,195	2,595	2,073	9,670
TELEPHONE	118	517	105	420	224	937	176	959
CONTRACTUAL ALARM	79	394	145	726	224	1,120	224	1,120
ELECTRIC UTILITY	298	801	-	-	298	801	765	1,269
GAS UTILITY	87	1,179	39	122	126	1,301	104	1,018
WATER UTILITY	-	865	-	164	-	1,029	82	1,383
PRINTING & PUBLISHING	-	717	-	717	-	1,434	565	1,228
MARKETING AND ADVERTISING	38	1,589	38	2,439	75	4,029	75	253

CITY OF BIRMINGHAM  
GOLF COURSE OPERATING REPORT  
FOR THE MONTH ENDED MAY 2017

	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
TRAINING	5	135	5	135	10	270	-	1,398
DEPRECIATION	4,250	21,250	4,833	24,167	9,083	45,417	8,917	44,585
EQUIPMENT RENTAL OR LEASE	-	-	-	149	-	149	4,975	14,746
LIAB INSURANCE PREMIUMS	339	11,788	339	11,788	678	23,576	678	23,067
LIQUOR LICENSE	-	1,253	-	1,253	-	2,505	-	2,505
SUB-TOTAL CLUBHOUSE	24,096	91,685	26,322	106,441	50,418	198,127	52,706	207,675
TOTAL EXPENSES	36,568	152,370	43,581	184,293	80,148	336,663	96,917	331,403
NET PROFIT (LOSS)	40,937	(37,832)	107,225	95,619	148,162	57,787	153,417	68,887
NET OPERATING PROFIT (LOSS) (EXCLUDING DEPRECIATION)						103,204		113,472

## Golf Report - June 2017

### History of Rounds - Calendar Years 2013-2017

MONTH	2013			2014			2015			2016			2017		
	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	0	292	292	0	0	0	0	0	0	321	0	321	0	0	0
April	1,573	2,260	3,833	3,705	652	4,357	3,087	1,713	4,800	2,389	1,616	4,005	2,796	1,383	4,179
May	4,314	3,797	8,111	4,393	3,493	7,886	4,892	4,293	9,185	5,461	3,910	9,371	4,759	3,975	8,734
June	5,774	4,406	10,180	5,330	4,216	9,546	5,556	4,268	9,824	5,595	4,269	9,864	6,010	4,431	10,441
July	5,098	4,286	9,384	5,139	4,636	9,775	5,718	5,218	10,936	5,788	4,856	10,644			0
August	5,195	4,695	9,890	4,376	4,084	8,460	4,408	4,403	8,811	4,273	3,873	8,146			0
September	3,019	3,154	6,173	3,074	2,746	5,820	3,411	3,059	6,470	3,163	2,698	5,861			0
October	2,795	1,779	4,574	915	2,493	3,408	2,666	908	3,574	2,037	1,990	4,027			0
November	576	0	576	33	675	708	1,489	0	1,489	2	1,545	1,547			0
December	53	0	53	0	124	124	514	0	514	0	54	54			0
TOTALS	28,397	24,669	53,066	26,965	23,119	50,084	31,741	23,862	55,603	29,029	24,811	53,840	13,565	9,789	23,354

## 2017 Membership Analysis

MEMBERSHIPS	CY 2012		CY 2013		CY 2014		CY 2015		CY 2016		YTD June 2017	
	#	%	#	%	#	%	#	%	#	%	#	%
Business												
Non-Resident - Individual	101	13.56%	99	13.20%	102	13.42%	109	12.73%	109	12.56%	88	10.49%
Non-Resident - Dual	398	53.42%	401	53.47%	406	53.42%	475	55.49%	465	53.57%	466	55.54%
Non-Resident - Family	186	24.97%	185	24.67%	175	23.03%	194	22.66%	209	24.08%	206	24.55%
Total	60	8.05%	65	8.67%	77	10.13%	78	9.11%	85	9.79%	79	9.42%
	745	100.00%	750	100.00%	760	100.00%	856	100.00%	868	100.00%	839	100.00%

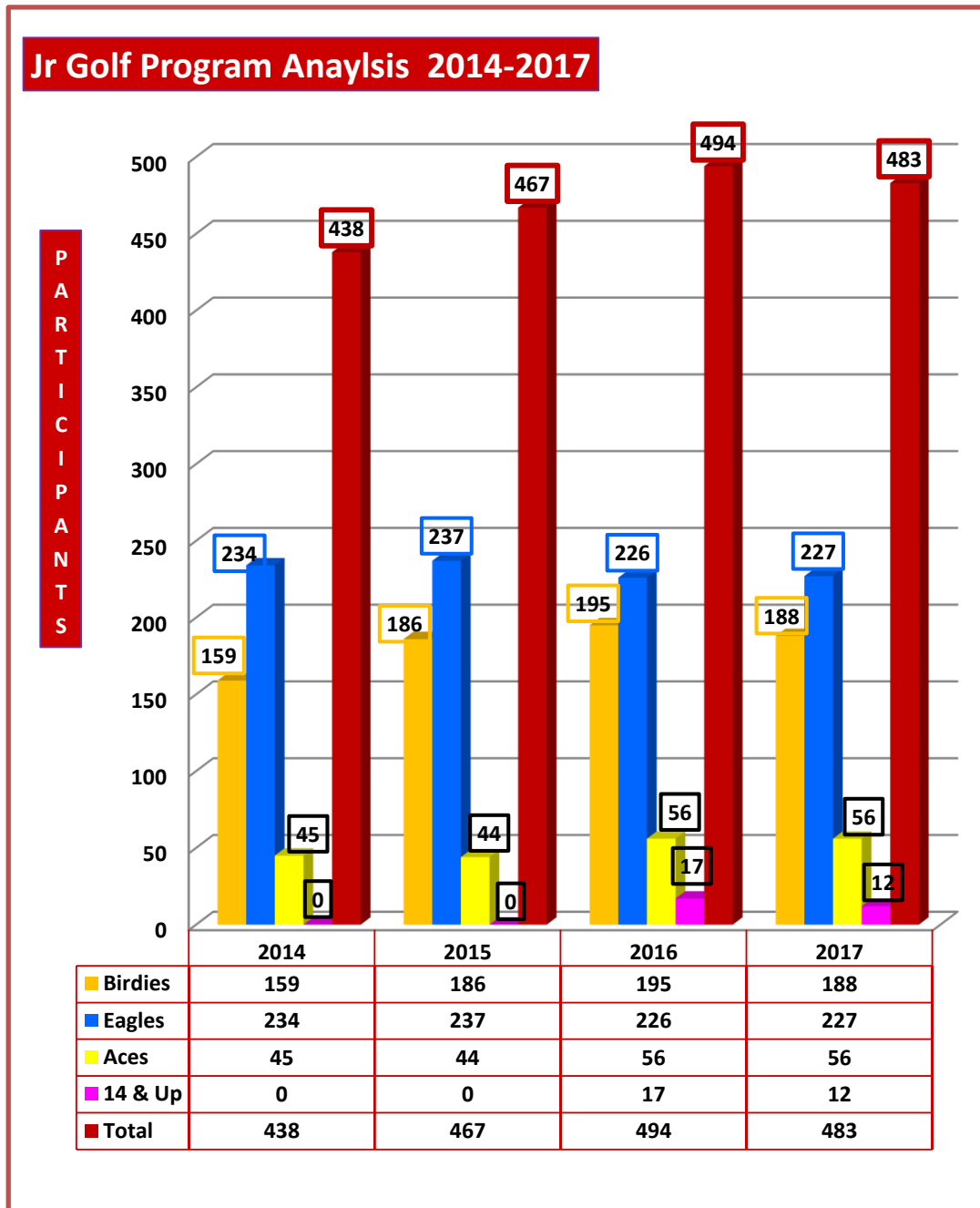
RESIDENT MEMBERSHIPS	CY 2011		CY 2012		CY 2013		CY 2014		CY 2015		YTD June 2017	
	#		#		#		#		#		#	
Resident												
	1,843		2,007		1,733		2,090		1,874		1,480	

## YTD 2016 and YTD 2017 Revenue Comparisons

REVENUES	SALES YTD June 2016		SALES YTD June 2017		DIFFERENCE
Greens Fee	\$262,646	71.13%	\$253,063	70.84%	(\$9,583)
Cart Fee	\$71,764	19.44%	\$70,853	19.83%	(\$912)
Food & Beverage	\$16,972	4.60%	\$15,778	4.42%	(\$1,194)
Beer	\$17,194	4.66%	\$16,744	4.69%	(\$450)
Wine	\$653	0.18%	\$803	0.22%	\$150
Total	\$369,229	100.00%	\$357,240	100.00%	-\$11,989

# 2017 JR GOLF PROGRAM

We are happy to report that we have 482 participants in our Jr Golf program as shown in the chart below which generated revenues of \$87,292.20.



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**NINE**



**DINE**



**LAUGH**



**LINCOLN HILLS**  
**SATURDAY - JUNE 3RD**



**TIME: 5:30 PM Shotgun Start**  
**7:45 PM Dinner Served**  
**9:00 PM Opening Act**

**COST: \$45 Per Person**

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**NINE**



**DINE**



**SING**

**Join Us At**

**LINCOLN HILLS FRIDAY - AUG 4TH**

**TIME: 5:30 PM Shotgun Start**

**7:30 PM Dinner Served**

**9:00 PM Opening Act**

**COST: \$45 Per Person**

**Space Is Limited**

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# Who Says Fun Isn't Universal?

PARKS (/ARTICLES/?CATEGORY=PARKS)

By Susan Kalish

At the recent ribbon cutting for Arlington County's renovated Quincy Park playground in Virginia, families gathered to enjoy the beautiful weather and watch their children test out the new equipment. Kids laughed and climbed and swung and twirled like on other playgrounds, but looking around, it was easy to see that this space was special. People using wheelchairs and strollers navigated the wide paths with ease. Signs featured braille lettering. The soft, padded surface had a unique texture. There were no stairs—all the elements could be easily climbed and navigated on sloped ramp pathways. Children and adults of all ages and abilities mingled side-by-side, took breaks on benches and Adirondack-style chairs under large shade trees, and made new friends.

Communication/Discussion Item #6a

Playground designers know that striving to meet diverse needs, and then taking deliberate actions to create an environment that makes everyone feel welcome, isn't, well, child's play. But making something that is really fun for everyone—universal design—is doable.

### Universal Fun

There are many options to consider when choosing play equipment for universally designed playgrounds. The key is to create a play environment where children with different abilities and their caregivers can experience side-by-side play. To make this happen, remember:

- Be equitable: Is it useful and fun for people with diverse abilities?
- Think outside the box (or climber): A flexible design fits a variety of personal preferences and abilities.
- Keep it simple: No matter your experience, knowledge, language, or concentration level, make sure play is intuitive.
- Be creative: Explain things in a variety of ways (visually, audibly, using contrasts, etc.).
- Know it will happen: Assume everything will be tried (it's OK, be tolerant); make it safe for unintended actions.
- No sweat is required: Ensure fun, regardless of effort.
- There is something for everyone: Size and mobility don't matter ... fun does.

The term “universal design” was coined by the architect Ronald L. Mace to describe the concept of designing all things to be appealing and usable by everyone, or as many as possible, regardless of age, ability, or status in life.



### All The Same But Not At All The Same

Let's start with how humans are the same. We want friends, to move, discover, figure things out, and share. This seems fairly basic. And then where humans aren't the same. We may want friends ... but some people don't want to be touched. We may want to move, but some want to run up hills while others like rolling down them. Some like to communicate through sound, others through gestures. If you keep this in mind when developing a playground, you are on the right track for a universally fun space.

The same goes for slides. Having slides with different means of access challenges a child's ability. Embankment slides are somewhat easy, whereas slides at the top of climbers are more difficult. Consider what the slide is made of and what it feels like to slide down. "My daughter's cochlear implant magnet kept coming off on a metal slide," said a mom at the park opening. "But she can roll down this hill with the other kids, no problem."



“I didn’t want anyone to feel different when they are here,” Serck explains. “With thoughtful design, people using wheelchairs or various disabilities can use the same space alongside everyone else.” The park was designed so whoever may have various needs—a caregiver or a playground participant—can easily get around, provide support, and have a wonderful outing. Easy considerations, such as shade, picnic

shelters, seating, wide circulation paths, fencing, gates, signage (in braille too) delineating age groups, orientation and directions, and room for parents/guardians and caregivers to assist children, can dramatically improve everyone's experience.

These playgrounds are places where all kids are on a level playing field. "Right now, more than ever, we need to be coming together as a community and make clear statements that everyone is important to us, and we're all in this together ... because all of us together make a wonderful community," said County Board Member Libby Garvey at the Quincy playground ribbon cutting.

**Susan Kalish** is the Public Relations Director for Arlington County Department of Parks and Recreation in Arlington, Va. Reach her at (703) 228-3330, or [Skalish@arlingtonva.us](mailto:Skalish@arlingtonva.us).



### Things to Consider When Considering ...

#### Swings

Traditional swings, bucket swings, strap-in swings, tire swings, hammocks, and compound swings.

#### Slides

Different means of access, various textures, and materials to challenge a child's ability. Be creative—your topography may make a natural slide.

#### Open Areas

Open space; it's for running, walking, rolling, crawling, and non-equipment-based play. Even berms give options.

#### Cognitive Play Equipment

Musical equipment, such as chimes, bells, or drums. Cognitive development equipment, such as water and sand tables, learning/activity panels, mirrors, play blocks, steering wheels, telescopes, and talk tubes.

#### Safety Surfacing

Considering safety as well as sensory: texture (synthetic turf) or color patterns (rubber surfacing).

### Site Improvements

Shade, picnic shelters, seating for people using wheelchairs or not, benches for ease of use to fit all ages and abilities and sizes, wide circulation paths, fencing, gates, signage (in braille too), mosaics to feel, and quiet spaces.

### Climbing equipment

Net climbers, ladders, climbing walls, and berms all do the trick.

### Sidebar

#### Universal Programs—More Than Playgrounds

Just as side-by-side play is powerful, so are side-by-side program experiences. Therapeutic-recreation programs really help people grow and learn. But modifying programs so people with disabilities can enjoy any recreation option is gold.

Therapeutic Recreation Unit Manager April Rosenthal explains that sometimes program modifications can be as simple as adding visual timer clocks so kids can see and anticipate when an activity ends, which can decrease anxiety or provide structure. Posting schedules with pictures so children understand the daily routine and know what to expect is helpful. Providing “fidgets”—small, tactile objects kids hold in their hands and “fidget” with—provides a tangible outlet to help them maintain focus. The community win-win is that these modifications often help everyone in the class have a fuller experience. “By building these strategies into your environment, everyone benefits,” Rosenthal explains.

Rosenthal enthusiastically cites numerous success stories at all age and ability levels. Like the two ladies who routinely take 55+ cardio classes and attend the lecture series, thanks to a sign-language interpreter. Or the 20-something who uses braille labels to independently navigate the exercise equipment at the Arlington Mill Community Center. Or the adult with a developmental disability who was able to join a county-run trip to the Kennedy Center with an additional staff member to help with money management and other support needs.

Tena W. summed up how much the inclusion programming has meant to her. She explained that therapeutic recreation’s trained staff members have “allowed me to participate in three different dance/aerobics classes over the last two years or so. The personal support opens the opportunity to get assistance without interfering with the flow of the class. The ladies who assist me in the class are well-trained. Though I do not always get the movement correct, just to be a part of the class removes some of the insecurity of having a disability. Generally, I don’t get overly concerned about being blind; however, this program allows me to be included, even though I am not able to see.”

It is good business to plan and provide services and amenities for people with or without disabilities, as there is an untapped market that has consumer dollars to spend at your park district. Providing social inclusion opportunities will invite more participation.

All-Ability Playground (</articles/?tag=All-Ability+Playground>), Playground Design (</articles/?tag=Playground+Design>), Playground Equipment (</articles/?tag=Playground+Equipment>), Susan Kalish (</articles/?tag=Susan+Kalish>), May 2017 (</articles/?tag=May+2017>)



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

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**Fwd: Rail District Sculpture Park @ Northeast Corner of Lincoln & Eton**

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

Mon, Jun 26, 2017 at 1:07 PM

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

Please add on next agenda, thanks!

**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)

----- Forwarded message -----

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

Date: Mon, Jun 26, 2017 at 1:07 PM

Subject: Re: Rail District Sculpture Park @ Northeast Corner of Lincoln &amp; Eton

To: larry bertollini &lt;lbertollini@att.net&gt;

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

Hi Larry,

Thanks for the email and interesting idea for this public property. The timing works nicely with the upcoming work on updating the 5 year Parks and Recreation Master Plan.

A workshop session will be forthcoming to review all ideas with the public for the entire park system. As we know more about the schedule for working on this plan update, I can let you know.

Also, I will share your email with the Parks Board on their next meeting agenda under Communications.

Thanks again and feel free to contact me with any questions.

Lauren

**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)

Communication/Discussion Item #7

On Sun, Jun 25, 2017 at 6:48 PM, larry bertollini &lt;lbertollini@att.net&gt; wrote:

Hi Lauren,

I had an idea for creating an industrial type Rail District sculpture park at the northeast corner of Lincoln & Eton. As you know this parcel is owned by the City and is presently designated as park land for Kenning Park. The Kenning Park master plan indicates this area for possible future tennis courts. In my opinion this land should be considered to be repurposed from active recreation park to passive art for the Rail District's gateway. There are some artists in Pontiac (on Woodward & Turk) that have installations of several metal sculptures made from recycled steel components for a concept example of what I am proposing. I would like this idea to be brought before the Parks & Rec Board for

6/27/2017

City of Birmingham MI Mail - Fwd: Rail District Sculpture Park @ Northeast Corner of Lincoln & Eton

discussion & consideration if possible. Thank you.

Larry Bertollini  
t [248.646.6677](tel:248.646.6677)



## MEMORANDUM

Department of Public Services

**DATE:** July 3, 2017  
**TO:** Parks and Recreation Board Members  
**FROM:** Lauren A. Wood, Director of Public Services  
**SUBJECT:** Project Updates

---

The following serves as a brief update on some DPS projects.

### **Quarton Lake**

1. The lily pad treatment occurred on June 27, 2016 and appears to have been successful. Good news, upon review of the lake prior to treatment, the majority of what was there three years ago when treatment began, is no longer there. Also, again the Contractor recommends only one treatment this summer.
2. In addition, the annual dredging of Quarton Lake is expected to occur this summer. The area of focus this year will be just south of the Oak Street bridge. The dredging contractor is a bit behind on their current job, and is planning on starting work the week of July 31 (our general public announcement indicated middle of July). Once that is more firm, the contractor will let us know, and we can send a notice specifically to the homes that are in the immediate area, as well as one to the Quarton Lake Assoc. The dredging should take less than a week to accomplish. Postcards were mailed to all area residents of the lake for both projects. The website reflects these upcoming projects and all associated information. The link is [www.bhamgov.org/quartonlake](http://www.bhamgov.org/quartonlake)
3. Upcoming work along Lakepark involves continuing efforts of trimming and clearing overgrowth and dead trees for outlook areas along the shoreline; in addition to the invasive species removal program at the lake.

### **Springdale Park**

The new concrete floor replacement project at the pavilion was completed by the contractor in May. The shelter has been in use since such time. However, two flags of concrete holding water on the south side of the pavilion need to be replaced, as per the Building Official. We are attempting to schedule Luigi in to perform the work at the first available opening. This coordination is underway at this time.

## **Parks and Recreation Master Plan Update**

The City Commission awarded the contract for the Parks and Recreation Master Plan update to McKenna Associates on Monday, June 28, 2017. Our team is meeting with the Project Manager, Sarah Traxler with McKenna Associates and will have more information and next steps to share with you at the July Parks and Recreation Board meeting.

## **Pembroke Park**

The field repairs and improvements made during the spring of 2017 are now completed. Field use will resume this fall.

## **Barnum Park**

1. The 9' diameter concrete pad is scheduled to be poured very soon by the contractor along the northeast side of the path system going toward the arch.
2. The invasive species control efforts will continue throughout this summer and fall.

## **Little Free Library Booth Park**

The 2<sup>nd</sup> Little Free Library in Birmingham is on its way to Booth Park and was just installed on July 6, 2017. Please check out its location and enjoy the books!

