



Parks and Recreation Advisory Board

Thursday, April 4, 2024, 7:00 p.m.

M/M Senior Center

3500 Marais Avenue, Royal Oak, MI 48073

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at 248-246-3050 at least two (2) business days prior to the meeting.

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Minutes

Parks and Recreation Advisory Board

March 7, 2024, 7:00 p.m.
Jack and Patti Salter Community Center
1545 E. Lincoln Avenue
Royal Oak, MI 48067

Present: Melanie Macey
Brigitta Burguess
Tony Rennpage
Sue Wells
Hannah Holliday
Ryan Danescu
Perry Abbey

Absent: Sarah Kindinger
Samantha Grant

1. Meeting Called to Order

Meeting called to order at 7:00 pm.

2. Approval of Minutes

Moved by: Melanie Macey

Seconded by: Ryan Danescu

Motion to approve the February 1, 2024 with the change of Sarah's attendance to be as members present.

Motion Adopted

3. City Commission Comments

First city budget session review, department request review by what we have funds for, potential funds for and items we do not have funds for. Goes over those items that are funded and items that are delayed, partial funded or fully funded. Ice rink items made the delayed lists.

4. Public Comment

Peter Berg – Pickleball courts live directly across the street from Whittier, read that there are plans to expand the courts from 8 – 10 courts. On behalf of

residents of the park, I would appeal to the advisory board to delay building two new courts indefinitely or make plans to build two courts elsewhere. Whittier Park is already stressed to max and inconceivable that two more courts would benefit neighborhood.

Sean – Great idea to have a skateboard park, lives in Taylor, MI. Read that skateboarding is less dangerous than other sports. Opening one in Northville and other local cities. Like yoga but on wheels. A friend worked with Ralph Wilson foundation to help build one in Ann Arbor. If those can help fundraise, the city will give property to build park.

Jan – Live across the street from Whittier Park, concerned about the expansion of the pickleball courts next year. SMPA site talks about fundraising to add more pickleball courts at Whittier Park. Busy Park with a lot of activity and traffic nestled in a neighborhood. Would like to see expansion plans halted.

Jordan Zupke – came to city council when in high school, got the skatepark in West Bloomfield designed and built. Great for kids, older population, Royal Oak needs one. We have a park that's dilapidated and can be used as a skatepark. People are telling me that kids don't have a place to hangout that's away from video games. We are a major hub in Oakland County neighborhoods. Money going to pickleball courts which is a fad but skateparks has been around and is popular. Wrote original pitch back in 2020. \$500k investment if want to match Ferndale's skatepark. Proximate location near the Royal Oak Middle School. Have connections to help build skatepark.

Christian – Look back on life, not a sports guy was always a skateboarder. Skateboarding can connect people throughout the community. Young people can find mentors while skating at these parks. Work through new tricks and growth process of skating. Has helped me chase my dreams and find myself as an individual. People who do it have strong personalities and believe in themselves. If there is a skatepark, it will be busy.

Daniel – Say a lot of the same things and pitches, have been to a lot of these meetings and spend a lot of time living in Royal Oak. Let's me connect with my children and come together and unite with others. Skating needs to be cognitively whole, needs to be aware. There is a lot of growth and use of the park. Live across from Meininger Park and see kids with nothing to do. With nothing to do those hands can be done to get themselves in trouble. Other cities have it, and it takes a board to really push for it.

Rachel – family is all skateboarders. The community at the skatepark is amazing. Something our kids don't have and need to get out of house and away from video games and a sense of belonging and sense of community. Would like to see it happen in Royal Oak.

Kenny – Owns scroove in downtown Royal Oak. The skateboarding community brings kids and everyone together. Provides kids an opportunity to get out of town. It also helps the local economy of a community.

5. Business

5.a Salter Center Walkthrough

5.b Upcoming DNR Grant Opportunities

- John asks the board to look at our CIP and set up priorities for grants to be able to apply for and some of these grants must appear in the parks and recreation master plan.
- Jill Martin – been here for more than a year and I am seeing a lot of deficiencies. John is only one person, and these submittals take time, a lot of requirements and getting site plans together. These items require a cost. The time to start saying is never the month or so before the submittal due date. There needs to be projects that are looking for grants. Never going to score reaching an underserved population, median income. Do we want to use up the 20 points for smaller items or do we want to earn those points where the scale of the project is larger. Don't want to chase one piece at a park that has a larger scale idea. For a skatepark, we already have a skatepark, it's hard to get another skatepark so do we get rid of the one we have? Ice rink – is this locker room needed? Absolutely. The city is going through facility assessments in other buildings, maybe have one done at the Ice Arena. Prioritize what we do and get those 3- 5 projects we want and get the items we want.
- Abbey – asks Jill to prepare some points for the board to prepare so we can apply for these grants.
- Wells- DNR grants require items in the master plan, other grants don't need to have items in the master plan.
- Danescu – to what extent do we need to have for the grant to be submitted.
- Motion by Brigitta Burgess to make a subcommittee for grant opportunities and leg work for grant opportunities, 2nd by Perry Abbey, motion unanimously approved. Participants: Brigitta Burgess Perry Abbey, Commissioner Macey

- Jill Martin – grants want to supplant funds. What's in the budget is not what you'd write grants for, it's what's not in the CIP or budget is what they'd fund.

5.c Recreation Contract Lease Guidelines

- Wells-First thought was to take a step back in look at a lease arrangement.
- Danescu – thought about items we deem that have value when we look at new agreements/partnerships/goals of collaboration. Collect this information when presented so all pertinent information is received that represents the department, board and city. Tool for collective information.
- Wells – template to be used to note what expenses and investments are being done.
- Macey – collaboration looks great.
- Danescu – walks through collaboration item
 - Amendments to be made and brought back to next meeting.

5.d Senior Center Report

- John's discusses updated on senior renovations and project ideas to wrap up 2024

5.e Staff Report

- John's discusses timeline of improvements to Lockman Park, Dickinson Park, Hudson Park

6. Items Not on the Agenda

Tee marker at Wagner Park @ hole 7 is pulled out and needs to be replaced.

Tree bars at star jaycee park, are loose.

7. Upcoming Events

8. Adjournment

Moved by: Brigitta Burguess

Seconded by: Perry Abbey

Motion to Adjourn

Motion Adopted

9. Next Meeting: April 4, 2024



**Recommendation to Permit Firefly Forest School
to Conduct Enrichment Activities in Tenhave Woods**

March 22, 2024

Parks and Recreation Advisory Board Members:

For several years, Firefly Forest School has conducted nature-based enrichment activities in Tenhave Woods for children aged 3-6. Recently, staff was made aware of this ongoing programming.

Additional detail on the school's programming can be found at www.fireflyforestschool.com.

Because the organization's activities are commercial in nature, and because it involves children and the use of city property, the city attorney's office recommended pursuing a formal license agreement that would, among other things, indemnify the city of Royal Oak and require appropriate insurance coverages.

A copy of the agreement (attachment 1) will be presented to the city commission at its April 8, 2024 meeting and is provided for your reference. Additionally, Bailey Lininger, the school's director will be available at the board's April 4, 2024 meeting to address any questions.

Staff recommends presenting the license agreement to the city commission for approval. If the board desires to affirm this recommendation, the following motion is suggested:

"The Parks and Recreation Advisory Board affirms the recommendation to permit Firefly Forest School to conduct enrichment activities in Tenhave Woods, provided appropriate licenses are provided for and approved by the City Commission."

Respectfully submitted,

Aaron Filipski
Director, Public Services and Recreation

LICENSE AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ between the City of Royal Oak, a Michigan Municipal Corporation with offices at 203 S. Troy St., Royal Oak, Michigan 48067 (the "Licensor") and, Firefly Nature Programs, L.L.C. a Michigan Limited Liability Company, whose address is 629 Laprairie Street, Ferndale, Michigan, 48220, (the "Licensee")

WHEREAS, the Licensor owns a certain parcel of park property known as Tenhave Woods at Quickstad Park (the "Property") located in the City of Royal Oak, Michigan, at Normandy Road and Custer Ave; and

WHEREAS, the Licensee desires to use the Property on Tuesdays and Thursdays to provide nature-based learning experiences for children through its enrichment programming at various nature preserves in South East Michigan; and

WHEREAS, the Licensor is agreeable to allowing the Licensee and its students to enter and use the park Property owned by the Licensor for educational enrichment programming as provided in this Agreement;

NOW, THEREFORE, the Licensor and the Licensee agree as follows:

1. The Licensor hereby authorizes and licenses the Licensee and its students to enter and use the Property for the purpose of conducting its enrichment programming on Tuesday and Thursday mornings.
2. The Licensee agrees not to make any physical alterations to the Property, including the installation of any structures of a permanent or temporary nature, the planting of any plants, or removal of any plants, wildlife or any items of any nature whatsoever from the Property. The Licensee shall take all reasonable measures to ensure the preservation of the Property and the wildlife therein, and prevent the damage or destruction of the Property while using the Property.
3. Licensor may terminate the Agreement at any time without cause.
4. To the fullest extent permitted by law, the Licensee agrees to indemnify, defend and hold harmless the City, including its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, harmless from any and all claims, demands and rights of action of every name, nature and description, whether arising under state or Federal statutes, or at common law, for injury, alleged injury or death to persons whether employees of the City, or agents or employees of the Licensee, or to third parties, and for damage or alleged damage to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of the permission to enter and use the Property herein granted, no matter how caused, whether by the negligence of the City, its agents, employees or otherwise. The Licensee agrees that in case a claim is made, or a suit is instituted against the City for such loss, injury or damage, the Licensee will, upon notice from the City, settle, adjust, or defend the same at its sole cost and expense, without expense to the City, and shall pay any judgment rendered therein, including any court costs. The Licensee also waives any right of recovery it has, now or later, against the City for any loss or damage arising out of the use of the City's property and/or the encroachments.
5. As a condition precedent to the use of the City owned park by Licensee for commercial educational purposes, the City shall be added as a named insured to the Licensee's general liability insurance policy. The Licensee shall carry insurance coverage in the minimum

amount of one million dollars (\$1,000,000.00) for general liability. Umbrella coverage in the amount of one million dollars (\$1,000,000.00) may also be used if the general liability coverage is less than one million dollars (\$1,000,000.00). Furthermore, the Licensee agrees to reimburse the City for any deductible costs or claims expenses arising from any claims or suits filed against the City.

The Licensee shall provide to the City, as the Certificate Holder, a Certificate of Insurance for the use period, with an additional insured on the certificate of insurance that shall read as follows:

"City of Royal Oak, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers."

The cancellation notice on the certificate of insurance must read as follows:

"Should any of the above-described policies be cancelled before the expiration date thereof, notice of cancellation will be provided to the Certificate Holder in accordance with the provisions of the policy."

6. Nothing in this Agreement shall be deemed to expand or restrict the rights that the City may or may not have relative to its use of the Property, other than the terms as set forth in this Agreement.
7. The Licensee acknowledges that the Property described herein is and shall always remain the property of the Licensor. The Licensee acknowledges that they are forever precluded from claiming adverse possession or other legal interest in the Property described herein against the Licensor. This Agreement shall not run with the land and is only permission to enter upon the Property to conduct educational programming and shall grant no right or interest in any manner to the Licensee to the Property.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed as of the day and year first above written.

LICENSOR - CITY OF ROYAL OAK

**LICENSEE - FIREFLY NATURE
PROGRAMS, L.L.C.**

By: Michael Fournier, Mayor

By:
Its:

By: Melanie Halas, Clerk

By:

Approved as to form:

Nicolas Grochowski
City Attorney



**Recommendation to Extend Farmer's Market
Management Agreement & Concession Agreement**

March 23, 2024

Parks and Recreation Advisory Board Members:

The existing contract for management of the Royal Oak Farmer's Market expires at the end of the current fiscal year. In anticipation of its expiration, the Department of Public Services and Recreation solicited bids for these services in order to explore potential alternatives. The solicitation resulted in one proposal from Mazur Market Management (MMM), the incumbent management company.

In the 13 years that MMM has been performing this function, the market has seen significant growth in utilizing the facility for private and public special events. The facility has been well-maintained, and the diversity of market products continues to draw a large number of customers.

Despite the success of the market and satisfactory management, staff determined that a broader review of potential options is the most prudent course of action. As such, the recent request for proposals will be reviewed, revised as necessary, and reissued by September 30, 2024.

In the interim, staff recommends exercising the 1-year contract extension option provided for in the current contract. This would extend MMM's services until June 24, 2025. If the board desires to affirm this recommendation, the following motion is suggested:

"The Royal Oak Parks and Recreation Board affirms the staff recommendation to exercise a one year extension to the current farmer's market management agreement, through June 24, 2025."

Additionally, the concession agreement for Kal's Lunch Bowl, which operates the kitchen located inside the market has expired. Because of the restaurant's popularity and satisfactory performance, the department of public services and market management recommend extending the agreement for the same duration as the market management agreement – through June 24, 2025. If the board desires to affirm this recommendation, the following motion is suggested:

"The Royal Oak Parks and Recreation Board affirms the staff recommendation to extend the current farmer's market concession agreement through June 24, 2025."

Respectfully submitted,

Aaron Filipski
Director, Public Services and Recreation



**Request from Michigan Red Sox, Inc.
to Install Modular Facility at Memorial Park**

March 27, 2024

Parks and Recreation Advisory Board Members:

Michigan Red Sox, Inc., a non-profit collegiate-level baseball organization, together with its partner organization, Northwoods League, Inc. which are parties to a joint operating agreement with the City of Royal for the limited use of and improvements to field #3 at Royal Oak's Memorial Park, are requesting the installation of a 24' x 44' mobile office unit within the park (Figure 1).

As proposed, the mobile office would be used as an in-season changing area for teams and officials, and to store a limited amount of equipment and supplies during the off season. These improvements were not specified in the most recent amendment to the joint operating agreement.

There are several outstanding issues that require resolution before drafting any related amendment to the agreement and presenting such to the city commission. Among those are:

- identification of specific installation location on park grounds
- identification of specific building installation and use permitting requirements per applicable codes
- resolution of any funding issues related to electrical service connections
- clarification of responsibilities related to upkeep, maintenance, insurance, indemnification, and related issues
- substantial completion of pledged improvements enumerated in the second amendment to the existing joint operating agreement

Staff recommends and requests board approval of the general concept of using park grounds for this purpose, provided that these issues can be satisfactorily resolved. If the board is in agreement, the following motion is recommended:

"The Parks and Recreation Advisory Board affirms the staff recommendation to pursue an amendment to the joint operating agreement with Michigan Red Sox, Inc. and Northwoods League, Inc. and present the same to the City Commission for the purpose of installing a modular office on the grounds of Memorial Park adjacent to field #3, contingent upon the satisfactory resolution of the issues identified by city staff."

Respectfully submitted,

Aaron Filipski

Director, Public Services and Recreation
Figure 1.

