

**CITY OF DEXTER**  
**PARKS AND RECREATION COMMISSION REGULAR MEETING**  
**Tuesday, August 18, 2020 @ 7:00 PM**

Zoom Meeting

<https://zoom.us/j/95512664840>

Dial-In Information

888 788 0099, 877 853 5247 US Toll-free

Meeting ID: 955 1266 4840#

**A G E N D A**

**1. CALL TO ORDER**

**2. ROLL CALL**

Becky Murillo - Chair

Toni Henkemeyer – Vice Chair

Scott Bell – Ex Officio

Anne Marques

Ronald Miller

Joanne Wagner

Jacob Young

Student Representatives: Adam Hauser

Natalie Walton

Nicholas Williamson

**3. APPROVAL OF THE MINUTES – JULY 21, 2020**

**4. APPROVAL OF AGENDA**

**5. CITIZENS WISHING TO ADDRESS THE COMMISSION**

**6. REPORTS AND COMMUNICATION**

A. Chair

a. Huron Waterloo Pathways Initiative

B. Commissioners and Ex Officio

a. Tree Board

b. City Council

c. Art Selection Committee

d. Student Representatives

C. Staff Report

**7. NEW BUSINESS**

A. Discussion of: 2021 – 2026 Master Plan Update

B. Discussion of: Conflict of Interest Ordinance

C. Discussion of: On-Site Parks Meetings

**8. OLD BUSINESS**

A. Discussion of: Park Maintenance Requests

**9. CITIZENS WISHING TO ADDRESS THE COMMISSION**

**10. PROPOSED BUSINESS FOR FUTURE MEETINGS**

**11. ADJOURNMENT**

**CITY OF DEXTER  
PARKS AND RECREATION COMMISSION REGULAR MEETING  
MEETING MINUTES  
JULY 21, 2020**

The regular meeting of the City of Dexter Parks and Recreation Commission was called to order at 7:01pm via Zoom Meetings.

**ROLL CALL**

Commissioners Present: Murillo, Henkemeyer, Bell, Marques, Miller, Wagner

Commissioners Absent: None

Student Representatives Present: Walton

Student Representatives Absent: Hauser, Williamson

Others Present: Justin Breyer, City Clerk and Assistant to the City Manager

**APPROVAL OF THE MINUTES**

Motion by Marques; Seconded by Murillo to approve the minutes from June 23, 2020 as presented.

Unanimous Voice Vote  
Motion Adopted

**APPROVAL OF AGENDA**

Motion by Miller; Seconded by Marques to approve the agenda as presented.

Unanimous Voice Vote  
Motion Adopted

**CITIZENS WISHING TO ADDRESS THE COMMISSION**

None

**REPORTS AND COMMUNICATION**

**A. CHAIR**

None

**B. COMMISSIONERS AND EX-OFFICIO**

Tree Board – Joanne Wagner reported that she reached out to Michelle Aniol about the trees that were planted between the Dexter Bakery and Red Brick and how they were planted. But the Tree Board has not met.

City Council – Ron Miller asked about the upcoming City Council election. Scott Bell indicated that three City Council seats are up for election, and 2 incumbents running. Scott Bell is not running.

Art Selection Committee – Justin Breyer reported on the new art installations.

Student Representatives – Natalie Walton asked about invasive species management. The Committee discussed invasive species management.

### **C. STAFF REPORT**

Justin Breyer submitted his report per the packet. He provided the following updates:

- The Mayor is interviewing a candidate for the Parks and Recreation Commission.
- Today's meeting
- Ralph C. Wilson Grant opportunity
  - Is it an annual grant?
  - Presentation given by the Robotics Club
  - Should the Parks and Recreation Commission hold a special meeting to discuss applying for the grant?

The Commission indicated a desire to include a discussion regarding on-site meetings of the Parks and Recreation Commission as part of next month's agenda.

### **NEW BUSINESS**

#### **A. DISCUSSION OF: 2021-2026 MASTER PLAN UPDATE**

The Parks and Recreation Commission discussed options to host online public input meetings

- Strawpoll.me
- Discuss questions for the input session at the next meeting
- Timeline:
  - Input Session – Early October
  - Action Plan Meeting – October Regular meeting
  - Public Hearing – Regular November meeting

### **OLD BUSINESS**

None

### **PARKS MAINTENANCE REQUESTS**

None

### **CITIZENS WISHING TO ADDRESS THE COMMISSION**

None

### **PROPOSED BUSINESS FOR FUTURE MEETINGS**

- Master Plan Update

## **ADJOURNMENT**

Motion by Murillo, Seconded by Henkemeyer adjourn the meeting at 7:55pm.

Unanimous Voice Vote

Motion Adopted

Justin Breyer

City Clerk and Assistant to the City Manager

**STAFF REPORT**

**To:** Parks and Recreation Commission

**From:** Justin Breyer, Assistant to the City Manager/Clerk

**Date:** August 14, 2020

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**New Member**

At the July 27, 2020 City Council appointed Jake Young to the Parks and Recreation Commission.

**Mill Creek Park Phase 2**

The City's contractor, LJ began construction on the Mill Creek Park Trail Phase 2 project the week of May 11<sup>th</sup>. Construction was anticipated to be completed shortly after Labor Day. At a construction update meeting on Tuesday, July 21<sup>st</sup>, staff was notified of a scheduling change request that was submitted by LJ that indicates that the work is scheduled to be completed in mid-September. Though there have been a significant quantity of difficult soil for construction purposes in the project area, LJ has largely completed laying the stone base material for the asphalt, and is now working on laying aggregate. They have also largely completed laying the boardwalk walking surfaces, but have not yet installed handrails.

**Ralph Wilson Foundation Grant**

Attached to this memo is information on the Ralph C. Wilson Foundation Grant. The Ralph C. Wilson Foundation and Kaboom! have teamed-up to sponsor a parks and play related grant each year for the last three years. The Play Everywhere Design Challenge involves the submission of creative playspace ideas for underserved areas to the Foundation. The Foundation is providing \$1 million in funding to communities in Southeast Michigan and Western New York.

(/)

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# Play Everywhere Design Challenge Official Rules

## Contents

- [1. THE CHALLENGE](#)
- [2. BINDING AGREEMENT](#)
- [3. ELIGIBILITY](#)
- [4. APPLICATION PERIOD](#)
- [5. HOW TO ENTER](#)
- [6. APPLICATION REQUIREMENTS](#)
- [7. SELECTING GRANT RECIPIENTS](#)
- [8. GRANT](#)

9. USE OF FUNDS
10. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KABOOM!  
NAME AND LOGO
11. FUNDER RECOGNITION
12. GRANT AGREEMENTS
13. TAXES
14. GENERAL CONDITIONS
15. INTELLECTUAL PROPERTY RIGHTS
16. PRIVACY
17. WARRANTY AND INDEMNITY
18. LIABILITY INSURANCE
19. ELIMINATION
20. INTERNET
21. RIGHT TO CANCEL, MODIFY OR DISQUALIFY
22. NOT AN OFFER OR CONTRACT OF EMPLOYMENT
23. FORUM AND RECOURSE TO JUDICIAL PROCEDURES
24. GRANT RECIPIENTS

## **1. THE CHALLENGE**

The Play Everywhere Design Challenge ("Challenge") funded with support provided by the Ralph C. Wilson, Jr. Foundation ("Funding Partner") from the Built to Play Fund, is a call for ideas organized by KABOOM!, Inc., a District of Columbia non-profit corporation ("KABOOM!"), designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a play space is and can be. The Challenge will award a total of \$1 million to make the top ideas a reality.

The Challenge is void where prohibited by law.

## **2. BINDING AGREEMENT**

To enter the Challenge, you must agree to these Official Rules and Conditions ("Rules"). Therefore, please read the Rules prior to entry to ensure you understand and agree. If you enter the Challenge, you agree that submission of an application to the Challenge constitutes agreement to these Rules and that the Rules form a binding legal agreement by you with respect to the Challenge.

## **3. ELIGIBILITY**

To be eligible to enter the Challenge applicants must:

- Implement the project within the following regions:
  - Southeast Michigan counties: Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne
  - Western New York counties: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Monroe and Wyoming.
- Be either (i) a registered United States 501(c)(3) public charity or a federal, state, or local governmental body or agency (each, a "Public Agency") or (ii) a fiscal sponsor: a United States entity or an individual who is a citizen or permanent resident of the United States and in either case that is partnering, through a formal memorandum of understanding, intent, agreement or the like, with a United States 501(c)(3) public charity or Public Agency that would receive a grant if your application is chosen as a winning entry;
- Request funding for a specific project that (1) has an implementation period that cannot extend beyond the Initial Term, as determined by



KABOOM! (not to exceed January 31, 2022), and (2) has a budget range of \$10,000.00 and \$80,000.00.

- have access to the Internet as of October 5, 2020 in order to submit an application to the Challenge (an "Application") as set forth in these Rules and participate in other online aspects of the Challenge;
- not discriminate on any unlawful basis in either hiring/employment practices or in the administration of programs and services; and
- agree that if you receive a grant (a "Grant") as set forth in these Rules it will be used for projects open to all persons regardless of religion and will not be used for religious instruction.

Employees and directors of KABOOM!, its Funding Partner, and each of their respective subsidiaries, affiliated companies, advertising and promotion agencies and each of their immediate family members are ineligible. The term "immediate family member" includes an individual's spouse, grandparents, parents, siblings, children and grandchildren.

## **4. APPLICATION PERIOD**

The Application Period Begins October 5, 2020 and ends at 11:59:00 PM EDT on October 30, 2020. Application Periods are subject to change in the sole discretion of KABOOM!.

## **5. HOW TO ENTER**

To enter the Challenge, visit the Challenge website located at <https://apply.kaboom.org> (<https://apply.kaboom.org>) ("Challenge Site") during the Application Period and follow the instructions for submitting an Application.

The Application must meet the "Application Requirements" described below. All Applications must be received by the KABOOM! server during the Application Period. Applications are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All Applications will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the person submitting an Application may be required to show proof of being the authorized account holder for that email address.

## **6. APPLICATION REQUIREMENTS**

The Application must meet the following Application Requirements:

1. Complete full online application on KABOOM! website
2. Submit requisite materials
  - a. Budget
  - b. Timeline
  - c. Photos/Project Design
  - d. Proof of 501(c)3 status/Fiscal Sponsor
3. Obtain proper permission to complete project (i.e. land ownership, permits, etc.)
4. Assure that material is not derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Challenge;

5. It must not contain content, material or any element that is unlawful or otherwise in violation of or contrary to all applicable federal, state or local laws and regulations where the Application is created;
6. It must not contain any content, material or element that displays any third party advertising, slogan, logo, and trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Challenge, as determined by KABOOM! in its sole discretion;
7. It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity;
8. It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights;
9. It must be submitted by an applicant that meets the eligibility requirements set forth in these Rules.

During the Application Period, KABOOM! will be evaluating each Application to ensure that it meets the Application Requirements. KABOOM! reserves the right, in its sole discretion, to disqualify any participant who submits an Application that does not meet the Application Requirements.

## **7. SELECTING GRANT RECIPIENTS**

All applications will be reviewed by KABOOM! who will select the Grant Recipients (as defined below). Each Application will be evaluated based on the following criteria ("Criteria"):

- Encourages kids and families to engage in play that will activate their minds and/or bodies

- Displays community partnerships and relationship building
- Is in a public space (ex: street/sidewalk, or storefront, etc.) and highly accessible to low income families, or in a play desert
- Addresses a challenge or need in the community that is not directly related to play
- Project is located in a space that impacts a high number of users
- Proposes a change in the built environment;
- Must be built by January 31, 2022 with a reasonable and feasible budget for the proposed project scope.
- Project can be a temporary movable/pop-up playspace or a semi-permanent to permanent change to the built environment, but cannot be an event or program.
- In order to permit KABOOM! to select the Grant Recipients, you may be required to submit additional information, including, but not limited to, the following:
  - a. Audited financial statements;
  - b. Relevant bank wire information;
  - c. Recent bank statements;
  - d. Full list of full legal names of senior leadership, trustees, and board members;
  - e. Relevant information on any government affiliation or public funding;
  - f. Further details or information on participant's project idea and implementation plan;

- g. Information demonstrating that the participant complies with all applicable anti-corruption laws, the USA Patriot Act and any other applicable laws; and
- h. If the Application is being submitted by a participant in the capacity of a fiscal sponsor, further information regarding the relationship between the participant and the sponsored entity or group.

If a participant does not respond to the request for additional information promptly from the first notification attempt, then such participant might be disqualified.

During the period from November 2, 2020 to December 18, 2020 the Grant Recipients will be selected and notified by telephone and/or email at the discretion of KABOOM!. As set forth below, all Grant Recipients will be required to sign an agreement in a form provided by and acceptable to KABOOM!. If Grant Recipients do not sign the agreement and submit evidence of liability insurance to KABOOM! within 4 weeks, then such Grant Recipients will be disqualified. With respect to notification by telephone, such notification will be deemed given when the Grant Recipients engages in a live conversation with KABOOM! or when a message is left on the Grant Recipient's voicemail service or answering machine by KABOOM!, whichever occurs first. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

## **8. GRANT**

The Grant Recipients will be chosen and will receive the grant proceeds within 15 days after KABOOM! receives a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Award Recipient (and

if applicable the Fiscal Sponsor) in order to implement their project. It is the sole responsibility of the Grant Recipient to secure any and all needed permits and permissions to implement their project.

## **9. USE OF FUNDS**

a. The Grant Recipients will use the Grant to support the specific project described in the Application (the "Purpose"). The parties acknowledge and agree that KABOOM! has the right to withhold all future payments under the Grant in the event that KABOOM! believes, in the sole determination of KABOOM! that the Grant Recipients have used any portion of the Grant other than for the Purpose or has otherwise violated any of the provisions of the Agreement. The Grant Recipients shall, within 30 days after written notice from KABOOM!, remit any portion of the Grant that KABOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by Grant Recipients, KABOOM! may, in its sole discretion, provide Grant Recipients with a reasonable opportunity to cure the purported violation.

b. The Grant Recipients may not use any portion of the Grant for any of the following: to operate itself in any manner which is not exclusively related to the Purpose; for unreasonable administrative expenses or for other excessive expenses; to engage in any illegal, fraudulent or morally reprehensible (as determined by KABOOM! and its supporting sponsors' sole discretion) behavior.

c. The Grant Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KABOOM! or its Funding Partner and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KABOOM! or its Funding Partner and the Grant Recipient or any

other person involved in the project. By accepting the grant, the Grant Recipient acknowledges that neither KABOOM! or its Funding Partner, nor their affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the grant funds or the Grant Recipients sponsored project.

## **10. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KABOOM! NAME AND LOGO**

a. KABOOM! and its Funding Partner may include information about the Challenge and the Grant Recipient in its periodic reports and may make information about the Challenge and the Grant Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. The Grant Recipient may include the KABOOM! name on lists of the Grant Recipient's funders, contributors and/or supporters (the "Grant Recipient Contributor Lists"), and that in each instance in which the Grant Recipient discloses the KABOOM! name, it shall refer to KABOOM! as "KABOOM!" and not by any other name or variation of that name. The Grant Recipient Contributor Lists may include information about the amount of the Grant, and the goals of the Challenge.

b. Grant Recipient shall not use the name, logo or trademarks of KABOOM! or its Funding Partner or otherwise refer KABOOM! or its Funding Partner in any capacity without the prior written consent of KABOOM! or its Funding Partner, as applicable.

## **11. FUNDER RECOGNITION**

If requested by KABOOM!, Grant Recipient will recognize KABOOM! and its Funding Partner (including name and logo) in any media announcements issued by the Grant Recipient concerning the Grant and the Purpose and will permit representatives of KABOOM! and/or its Funding Partner to participate in site unveiling events, including by wearing branded clothing and posting banners with their name and logo at the site.

## **12. GRANT AGREEMENTS**

All selections of Grant Recipients are subject to a legal due diligence review of each selected participant, and the execution of an agreement between KABOOM! and each participant. If the participant does not pass the legal due diligence review (as determined by KABOOM! in its sole discretion) or if the participant does not sign an agreement, the participant will not be eligible to receive any Grant. No transfer, substitution or cash equivalent for Grant is allowed, except at the sole discretion of KABOOM!. KABOOM! reserves the right to substitute a Grant, in whole or in part, if a Grant cannot be granted, in whole or in part, as described, for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and approximate retail value will not be granted.

## **13. TAXES**

Each Grant Recipient is responsible for ensuring that it complies with all the applicable tax laws and filing requirements.

If applicable, the Grant Recipient has partnered with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is



a school, municipality, or tribal entity. The Grant Recipient agrees to advise KABOOM! immediately if there is any change in the Fiscal Sponsor's status during the Initial Term or the Extension, as applicable.

## **14. GENERAL CONDITIONS**

All federal, state and local laws and regulations apply. KABOOM! reserves the right to disqualify any participant from the Challenge in its sole discretion.

## **15. INTELLECTUAL PROPERTY RIGHTS**

You retain ownership of all intellectual property rights (including moral rights) in all materials submitted to the Challenge Site or to KABOOM! or its representatives as part of your Application, including, without limitation, photographs, comments, information, text, video, feedback, creative ideas, suggestions, or other materials, and all future modifications, enhancements, and improvements created by or made available to KABOOM! or its representatives (each a "Submission" and, collectively, the "Submissions").

Each participant hereby agrees that the Submission is licensed under the terms of a Creative Commons license, version 4.0 (<https://creativecommons.org/licenses/by/4.0/legalcode> (<https://creativecommons.org/licenses/by/4.0/legalcode>)) and that, without limiting the terms of the Creative Commons license, each participant acknowledges that KABOOM!, and its Funding Partner are hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display the Submission, in whole or in part, throughout the world in any form, media, or technology, including all promotion, marketing, publicity, and any other uses thereof related to the Challenge, without notice to you, or any other entity or person and without

obtaining any further permission or license or making any payment whatsoever, to the maximum extent permitted by law, and you acknowledge that KABOOM! and its supporting sponsors have no obligation to use your Submission. KABOOM! will use reasonable efforts to include attribution to the applicable participant where reasonably practicable, in the sole view of KABOOM!.

In addition, you acknowledge that Submissions are not confidential or proprietary and none of KABOOM!, its Funding Partner, or their respective representatives and partners shall be obligated to maintain the confidentiality of any material included in the Submissions.

## **16. PRIVACY**

Participants agree that personal data submitted on the Application, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes of administering the Challenge and within the context of the Challenge. Participants also understand this data may be used by KABOOM! in order to verify a participant's identity, postal address and telephone number in the event an Application qualifies for a Grant. Participants have the right to access, review, rectify or cancel any personal data held by KABOOM! in connection with the Challenge by writing to 4301Connecticut Ave. NW Suite ML-1 20008. If a participant does not provide the data required by the Application, that participant's Application will be ineligible. All personal information that is collected from the participant is subject to the KABOOM! Privacy Policy, located at: <https://kaboom.org/terms> (<https://kaboom.org/terms>).

## **17. WARRANTY AND INDEMNITY**

The Grant Recipient represents and warrants that the Application is its original work and, as such, the Grant Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. The Grant Recipient further represents and warrants that the Application does not (1) infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates applicable state, federal or local laws. By accepting the Grant, the Grant Recipient acknowledges that neither KABOOM! nor its Funding Partner nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant. The Grant Recipient irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KABOOM!, its Funding Partner, their respective subsidiaries and affiliates, and their respective officers, directors, employees and agents, from and against any and all losses, liabilities, investigations, inquiries, claims, suits or damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grant Recipient, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Purpose, except to the extent arising from the gross negligence or willful misconduct of KABOOM!, its Funding Partner or their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

## **18. LIABILITY INSURANCE**

The Grant Recipient represents and warrants to KABOOM! that they are a self-insured entity or hold commercial general liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and \$2 million in annual aggregate during (1) the Initial Term and the Extension and, (2) at minimum, up to four years or the life of the project. Upon request, the Grant Recipient shall provide evidence of such insurance to KABOOM!. KABOOM! and must include KABOOM! and its Funding Partner as additional insured. In addition, hold media or professional liability that covers but not limited to copyright infringement and plagiarism.

## **19. ELIMINATION**

Any false information provided within the context of the Challenge by any participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the participant from the Challenge.

## **20. INTERNET**

None of the Play Everywhere Challenge Entities is responsible for any malfunction of the entire Challenge Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Challenge Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit a participant's ability to participate.

## **21. RIGHT TO CANCEL, MODIFY OR DISQUALIFY**

KABOOM! reserves the right at their sole discretion to cancel, terminate, modify or suspend the Challenge, or to determine not to make any Grant under the Challenge. KABOOM! reserves the right to update or modify these Rules at any time. The payment of any Grant is subject to availability of funding. Grant size may be modified depending on the number of Grant Recipients, and available funds. KABOOM! reserves the right to disqualify any participant or choose not to make a Grant to any participant in their sole discretion. Any attempt by a participant to deliberately damage any web site, including the Challenge Site, or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and should such an attempt be made, KABOOM! reserves the right to seek damages from any such participant to the fullest extent of the applicable law.

## **22. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

Under no circumstances shall the submission of an Application into the Challenge, the granting of a Grant, or anything in these Rules be construed as an offer or contract of employment with either KABOOM! or its Funding Partner. You acknowledge that you have submitted your Application voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and KABOOM! or its Funding Partner or the Challenge Entities and that no such relationships established by your submission of an Application under these Rules.

## **23. FORUM AND RECOURSE TO JUDICIAL PROCEDURES**

These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of New York, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and all participants expressly waive any and all such rights.

## 24. GRANT RECIPIENTS

KABOOM! will announce the Grant Recipients on kaboom.org in January 2021.

[← Back to Play Everywhere Design Challenge \(/grants/play\\_everywhere\\_design\\_challenge\)](#)

[↑ Back to top](#)

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**To:** Parks and Recreation Commission

**From:** Justin Breyer, Assistant to the City Manager/Clerk

**Re:** Discussion of: Parks and Recreation Master Plan

**Date:** August 14, 2020

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As discussed at previous meetings, the 2016- 2021 Parks and Recreation Master Plan is coming due for an update with the Plan expiring on December 31, 2021. In order to have full overlap of current approved plans, the 2021-2026 Plan will need to be submitted to the MDNR by February 1, 2021. In turn, work on updating the plan will need to begin in 2020. Staff has provided a draft timeline of work for the 2021-2026 update.

Staff has released the public survey via the E-Mail Update, Facebook, and the City's website. To date, we have received 122 responses. Attached is a summary of the survey results to date.

At the July meeting, the Parks and Recreation Commission discussed holding a public input meeting on October 6<sup>th</sup>. Unfortunately, Justin will be out of town from October 2<sup>nd</sup> – October 11<sup>th</sup>. The Commission may wish to set a different date for the public input meeting. The October 6<sup>th</sup> date has not yet been advertised.

#### **Submittal Requirements**

- ) Two forms of public input
- ) Plan submitted to State by February 1<sup>st</sup> of the year applying. This is a change from 2016 where the application deadline was March 1<sup>st</sup>.
- ) Draft Plan must be available for 30-days for public review and comment, then hold a well-publicized public hearing
- ) Resolution by the Parks and Recreation Commission must come after the 30-day review period and before adoption by City Council

#### **Updated Draft Timeline**

- ) January – April 2020: Administrative and Commission Review of Existing Plan
- ) May – October 2020: Public Input
- ) October: Public Input Meeting
- ) October 20, 2020: Parks and Recreation Commission Reviews Draft Plan and Approves the Start of Public Review and Comment Period
- ) November 1, 2020: Start of Public Review and Comment Period
- ) November 17, 2020: Parks and Recreation Commission Recommends that City Council Set a Public Hearing Date
- ) December 1, 2020: Completion of Public Review and Comment Period
- ) December 14, 2020: City Council Adopts Date for Public Hearing
- ) December 15, 2020: Parks and Recreation Commission Adopts Resolution and Recommends Plan Adoption to City Council
- ) January 11, 2020: City Council Public Hearing and Plan Adoption



## **Memorandum**

**To:** Parks and Recreation Commission

**From:** Courtney Nicholls, City Manager  
Justin Breyer, Assistant to the City Manager

**Re:** Conflict of Interest Ordinance

**Date:** August 14, 2020

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One of the provisions in the City Charter states that City Council will pass an ordinance to regulate conflicts of interest. City Council reviewed a draft of this ordinance at their July 27<sup>th</sup> meeting. During that meeting, City Council requested that the City's boards and committees review the Conflict of Interest Ordinance, as the Ordinance would also apply to them. A copy of this draft ordinance is attached to this memo for Parks and Recreation Commission's review and discussion.

The draft ordinance was an amalgamation of ethics and conflict of interest ordinances and policies from the City of Royal Oak, City of Midland, City of DeWitt, Village of Elk Rapids, City of Farmington Hills, and the State of Michigan's Model Ethics Ordinance.

**City of Dexter  
Ordinance No. 2020 – XX  
Conflict of Interest Ordinance**

**SECTION 1. Title**

This Ordinance shall be known and cited as the City of Dexter Conflict of Interest Ordinance.

**SECTION 2. Preamble**

The City of Dexter Charter calls for the adoption of a Conflict of Interest Ordinance. The purpose of this Ordinance is to establish standards of conduct for all elected and appointed City officials regarding conflicts of interest so as to enhance public confidence in the government of the City of Dexter, to avoid unethical conduct by City officials, and to avoid the appearance of impropriety by City officials.

**SECTION 3. Definitions**

Conflict of Interest – when there exists the possibility that the interests of the City may diverge from, or be in conflict with, the interests of a Public Official. Such a Conflict of Interest could include, but is not limited to, situations involving a Public Official and:

- (1) a financial benefit not shared with a substantial segment of the public for any of the following:
  - a. The Public Official;
  - b. A member of the Public Official's immediate family or relative;
  - c. An employer of the Public Official other than of the City;
  - d. Any business in which the Public Official, a member of the Public Official's immediate family, or a relative of the Public Official has a financial interest; or
  - e. Any business with which the Public Official, a member of the Public Official's immediate family, or a relative of the Public Official is negotiating or seeking employment or any other business or professional relationship.
- (2) a matter concerning his or her own conduct;
- (3) a matter concerning land owned by him or her or which is adjacent to land owned by him or her;
- (4) a matter involving a corporation, company, partnership, or any other entity in which he or she is a part owner, or any other relationship with a corporation, company, or partnership;
- (5) a matter concerning his or her spouse, children, step-children, grandchildren, parents, brothers, sisters, grandparents, parents in-law, grandparents in-law, or members of his or her household;

- (6) a matter where his or her employee or employer is an applicant or agent for an applicant;
- (7) a matter in which, due to particular circumstances there may be the appearance of improper bias that could taint the outcome or process if the Public Official participates.

Public Official - includes all City of Dexter elected and appointed officials, including but not limited to members of City Council, Boards, Commissions, Committees; and City employees.

#### **SECTION 4. Prohibited Conduct-Conflict of Interest**

- (1) A Public Official shall not intentionally take or refrain from taking any action on; induce or attempt to induce any other Public Official to take or refrain from taking any official action on; deliberate on; vote on; or review any matter before the City for which they have a Conflict of Interest.
- (2) No Public Official shall vote on, or participate in any deliberations on, any question or issue in which he or she has a Conflict of Interest.
- (3) On all other questions, each member who is present shall vote when a vote is required. If a valid conflict of interest does not exist, any member refusing to vote when required shall be guilty of misconduct in office.

#### **SECTION 5. Disclosure and Determination of Conflicts of Interest**

- (1) Whenever a potential Conflict of Interest exists, the Public Official must notify the City, either orally on the record at a meeting of the public body involved, or in writing filed with the City Manager prior to the Public Official taking any other action in the matter. The City Manager shall preserve all written disclosure statements in accordance with the City's records retention schedule. In either case it shall be made a part of the record of a regular meeting of the most appropriate public body, and in either case shall include:
  - a. The identity of all persons involved in the Conflict of Interest.
  - b. The source and type of the Conflict of Interest
  - c. The source and amount of monetary value or equivalent derived from the Conflict of Interest that may be considered as resulting from employment, investment or gift.
- (2) Once a potential Conflict of Interest has been made a part of the record, the member(s) with the Conflict of Interest shall:
  - a. Cease to participate at any meetings before which the matter is considered, or represent one's self before the public body, its members, committees, commissions or staff on the matter, and
  - b. During deliberation of the matter before the public body, leave the meeting room until that agenda item is concluded.

## **SECTION 6. Advisory Opinions Regarding Potential Conflicts of Interest**

Any Public Official may request that the City Attorney provide an advisory opinion interpreting the effect or application of this Ordinance generally, or on questions directly relating to the propriety of their conduct in a particular situation.

## **SECTION 7. Investigation of Complaints; Hearing**

- (1) Upon acquiring reasonable information or belief about a violation of this Ordinance by a Public Official (except City employees), the complaint shall be referred to City Council, which upon a majority vote shall refer the complaint to the City Attorney for investigation. When that investigation is complete, the City Attorney shall provide the City Council with the results of the investigation. By a majority vote, the City Council may call for a hearing at a regular or special meeting of the City Council to determine whether or not a violation did in fact occur and, if so, what penalties should be imposed for the violation.
- (2) Upon acquiring reasonable information or belief about a violation of this Ordinance by a member of City Council, the complaint shall be referred to City Council, which upon a majority vote of the remaining members shall refer the complaint to the City Attorney for investigation. When that investigation is complete, the City Attorney shall provide the City Council with the results of the investigation. By a majority vote of the remaining members, the City Council may call for a hearing at a regular or special meeting of the City Council to determine whether or not a violation did in fact occur and, if so, what penalties should be imposed for the violation.
- (3) The City Manager shall perform or shall have performed an investigation into complaints against City employees regarding potential Conflicts of Interest.
- (4) Nothing in this Ordinance shall be construed to diminish or impair the rights of any City employee under any provision of a collective bargaining agreement in effect on the effective date of this Ordinance, nor the City's obligation to comply with any collective bargaining agreement.

## **SECTION 8. Violations and Penalties**

A Public Official who is a member of City Council who violates this Ordinance is subject to censure by the (***unanimous/ two-thirds***) vote of the remaining members of the City Council. Except for City employees, any other Public Official who violates this Ordinance is subject to censure by the (***unanimous/ two-thirds***) vote of the City Council, and/or by a majority vote, removal from their position on such board, commission, or committee. A Public Official who is a City employee who violates this Ordinance may be subject to discipline, including termination (provided such discipline is consistent with any contractual obligations). The penalties identified in this Ordinance are not exclusive remedies, and any and all penalties or forfeitures provided for by law may also be enforced.

## **SECTION 9. Retaliation Prohibited**

- (1) The City shall not discipline, discharge, threaten, or otherwise discriminate against a City employee in regards to the terms and conditions of his or her employment because the employee, or a person acting on behalf of the employee, has reported, is believed to have reported, intends to report, or is believed to intend to report, either verbally or in writing, a violation or suspected violation of this Ordinance, unless the employee knows or reasonably should know that the report is false.
- (2) The City shall not discipline, discharge, threaten, or otherwise discriminate against a City employee in regards to the terms and conditions of his or her employment because the employee is requested by the City to participate in an investigation or hearing regarding an alleged violation of this Ordinance.
- (3) A board, commission, or City Council shall not discipline, censure, threaten, or otherwise discriminate against a Public Official because that Public Official , or a person acting on behalf of that Public Official, has reported, is believed to have reported, intends to report, or is believed to intend to report, either verbally or in writing, a violation or suspected violation of this Ordinance, unless the Public Official knows or reasonably should know that the report is false.
- (4) A board, commission, or City Council shall not discipline, censure, threaten, or otherwise discriminate against a Public Official because the Public Official is requested by the City to participate in an investigation or hearing regarding an alleged violation of this Ordinance.

**To:** Parks and Recreation Commission

**From:** Justin Breyer, Assistant to the City Manager/Clerk

**Re:** Discussion of: On-Site Parks Meetings

**Date:** August 14, 2020

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At the July meeting, the Parks and Recreation Commission discussed hosting meetings in the parks. The practice of holding public meetings in parks is common, particularly now with the pandemic. However, there are some restrictions:

- ) The meeting must be posted as would a normal meeting
- ) The meeting would have to be open and accessible to the public. For this, the meeting would need to be stationary within the park. Most communities that host meetings in parks do so in a gazebo or near another monument where it is easily accessible and identifiable.

One notable challenge is the elements. If the Commission is interested in pursuing this, I would recommend only having meetings in the parks during the summer months as meetings held in the winter could become very short meetings. As the meetings are posted with a designated location, the Commission may wish to hold meetings only in parks with gazebos or other coverings in the event of rain. The Commission may also wish to discuss whether tables and chairs would be desired as part of these meetings, as coordination with the Department of Public Works Department would then be required.