

AGENDA
Tuesday, January 18, 2022
REGULAR COUNCIL MEETING
LPHS Auditorium – 1701 Champaign Rd.
CITY COUNCIL MEETING – 7:30 P.M.

Please note: This meeting will be held in the High School Auditorium
Masks are required in all school buildings

All public participation & comments must be done in person

- I. Meeting called to order**
- II. Pledge of allegiance**
- III. Invocation**
- IV. Roll call**
- V. Mayor's Remarks**

- VI. Consent Agenda**
 - 1. Approve Minutes/Regular Meeting held January 3, 2022
 - 2. Approve Minutes/Special Meeting/Closed Meeting re: City Manager Evaluation held January 3, 2022
 - 3. Approve Minutes/Study Session re: CDBG-P&R Separation of Duties held January 3, 2022
 - 4. Approve Minutes/Special Meeting re: relocation of Council meeting
 - 5. Solicit Bids/Parks & Rec/5-year Plan

- VII. Action Items**
 - 1. Approve Training/City Clerk
 - 2. Approve Increase/Rental Fees/KMB
 - 3. Approve Contract/City Manager
 - 4. Waive Bid/Purchase Cameras/PD
 - 5. Approve/NCL Water/Sewer Insurance Program
 - 6. Schedule Study Session/Street Sweepers & GLF Performance
 - 7. Schedule Public Hearing/DDA Strategic Development Plan

- IX. Accounts & Claims Payable (over \$25,000)**
- X. City Manager Report**
- XI. Department Head Report – Building Official**
- XII. Citizens Communications (City Related Matters)**

This public comment period is an opportunity to share concerns or present topics to the City Council. This is not an opportunity for dialog or debate with Council, but Council may make referrals or request staff to follow up. There is a 5-minute time limit per person.

- XIII. Oral Reports of the Mayor and Council**
- XIV. Adjourn**

THOMAS E. KARNES, MAYOR

KERRY A. KEHRER, CITY CLERK

DEADLINE FOR SUBMISSION OF AGENDA ITEMS IS TWO (2) FRIDAYS PRIOR TO THE NEXT REGULAR COUNCIL MEETING

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION by Reverend Paula Miller of St. Michael & All Angels Episcopal Church

ROLL CALL

MAYOR'S REMARKS

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the following items listed under the consent agenda be approved as presented to the Mayor and City Council:

1. Approve Minutes/Regular Meeting held January 3, 2022
2. Approve Minutes/Special Meeting/Closed Meeting re: City Manager Evaluation held January 3, 2022
3. Approve Minutes/Study Session re: CDBG-P&R Separation of Duties held January 3, 2022
4. Approve Minutes/Special Meeting re: relocation of Council meeting
5. Solicit Bids/Parks & Rec/5-year Plan

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the minutes of the Regular Meeting held under the date of January 3, 2022 be approved as recorded.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

REGULAR MEETING

The meeting was called to order at 7:33 p.m., Mayor Thomas E. Karnes, presiding
Pledge of Allegiance to the Flag

INVOCATION by Reverend Peter Moore of City of Hope Church

PRESENT: Councilpersons Tracy Duprey, Michael Higgins, Larry Kelsey, Lylian Ross,
Carlos Salcido, and Maureen Tobin

ALSO PRESENT: City Manager James Krizan, City Attorney Ed Zelenak, and City
Clerk Kerry Kehrer

Mayor's remarks

Support SB 0792 – allow electronic participation/Open Meetings Act

RESOLUTION 2022-003 Approve Consent Agenda

By Councilwoman Ross, supported by Councilman Higgins

RESOLVED, that the following items listed under the consent agenda be approved as
presented to the Mayor and City Council with the removal of item #5 and 6 to be
considered as the last item of business.

1. Approve Minutes/Regular Meeting held December 20, 2021
2. Adopt Poverty Exemption Guidelines
3. Attend Training/Police Dept – FTO Course
4. Attend Training/MME Winter Institute
5. ~~Solicit Bids/LP Pride~~
6. ~~Solicit Bids/Grounds Maintenance~~

Motion unanimously carried.

RESOLUTION 2022-004 Minutes/Regular Meeting/Dec 20, 2021

RESOLVED, that the minutes of the Regular Meeting held under the date of December
20, 2021 be approved as recorded.

Approved.

RESOLUTION 2022-005 Adopt Poverty Exemption Guidelines

WHEREAS, the city needs poverty guidelines and an asset test for the purpose of the
poverty exemption application;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council adopt the 2022
Federal Poverty Guidelines and Hardship Exemption Determination Policy & Guidelines.

Approved.

RESOLUTION 2022-006 Attend Training/Police Dept – FTO Course

RESOLVED, that Mayor and Council authorize Lieutenant Veronica Lyles to attend the
three-day "Supervision/Management of the FTO Program" school being offered by
DeWolf & Associates at the Warren FOP Hall located in Warren, Michigan being held
January 18-20, 2022. The cost of the school is \$565.00. Meals will be subject to the City
travel policy. A Police Department vehicle will be used to commute daily.

BE IT FURTHER RESOLVED, Funds to come from the Police Department's MCOLES
Training Account #101-000-370PT.

Approved.

RESOLUTION 2022-007 Attend Training/MME Winter Institute

RESOLVED, that the following business be approved for participation in the CDBG

BE IT RESOLVED, the city manager is authorized to attend the Michigan Municipal Executives Winter Institute from January 26-28 with the \$349 registration fee to come from Account #101-172-96000.

Approved.

RESOLUTION 2022-008 Award Bid/Janitorial Services

By Councilman Higgins, supported by Councilwoman Tobin

WHEREAS, the contract with EverTidy Cleaning Services for janitorial services was terminated on December 20, 2021, and

WHEREAS, the city solicited bids for a new contractor, and the lowest bidders were VHM Enterprises and Wilkins ProClean.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council hereby award the janitorial services contract for city hall and the library to VHM Enterprises for a period of three years with a yearly service contract amount of \$23,340.

ALSO BE IT RESOLVED, that the Mayor and Council hereby award the janitorial services contract for the KMB to Wilkins ProClean for a period of three years with a yearly service contract amount of \$22,800, plus the cost of as needed weekend event cleanup.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all contract documents.

Motion unanimously carried.

RESOLUTION 2022-009 Approve MoL/Building Dept/McKenna

By Councilman Higgins, supported by Councilwoman Duprey

WHEREAS, the City of Lincoln Park desires to develop its own building department; and,

WHEREAS, the city will continue to require a partnership with the current building department contractor and the attached letter of understanding provides a framework for this continued partnership.

BE IT RESOLVED, the Mayor and City Council hereby approve the attached letter of understanding as presented; and

BE IT FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute the final agreement.

Motion unanimously carried.

RESOLUTION 2022-010 Support/SB-0792

By Mayor Karnes, supported by Councilwoman Ross

WHEREAS, COVID-19 is an extremely contagious disease spread through person-to-person contact with people near each other, and

WHEREAS, the COVID-19 case count in Michigan is on the rise, and

WHEREAS, it is expected that COVID-19 will remain a threat for the near future, and

WHEREAS, the City of Lincoln Park has a primary purpose to protect the lives, health, and safety of its residents, elected officials, and appointed members of boards and commissions.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby urge the state legislature to approve the immediate passage of SB-0792, or other bills to extend electronic participation in open meetings

Motion carried.

NO: Councilpersons Higgins, and Salcido

RESOLUTION 2022-011 Solicit Bids/LP Pride

By Council President Salcido, supported by Councilman Higgins

WHEREAS, the current contract with U.S. Lawns for the LP Pride Program expired on December 31, 2021.

WHEREAS, the city did not seek to extend the contract with U.S. Lawns for the LP Pride Program.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Lincoln Park authorize the city to solicit bids for the LP Pride Program.

Motion unanimously carried.

RESOLUTION 2022-012 Solicit Bids/Grounds Maintenance

By Councilwoman Ross, supported by Councilwoman Tobin

WHEREAS the current contract with U.S. Lawns for the City Grounds Maintenance expired on December 31, 2021.

WHEREAS, the city did not seek to extend the contract with U.S. Lawns for grounds maintenance.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Lincoln Park authorize the city to solicit bids for grounds maintenance.

Motion unanimously carried.

RESOLUTION 2022-013 Accounts & Claims Payable (over \$25,000)

By Councilman Higgins, supported by Councilwoman Ross

RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 be approved as follows:

***Blue Cross/	January 2022 Retiree Med Adv Plans, Retirees	
	Blue Shield & Actives	\$188,582.42
Limb Walkers	Tree Services, Trim and Removal Re-issue Inv #10	\$ 30,300.00

**Check released for due date

Motion unanimously carried.

CITY MANAGER REPORT**DEPARTMENT HEAD REPORT- Finance Director****CITIZEN COMMUNICATIONS****ORAL REPORTS OF THE MAYOR AND COUNCIL****RESOLUTION 2022-014 Adjournment**

By Council President Salcido, supported by Councilwoman Duprey

RESOLVED, that the meeting be adjourned at 8:37 p.m.

Motion unanimously carried.

THOMAS E. KARNES, MAYOR

KERRY KEHRER, CITY CLERK

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the Mayor and Council recess into Closed Session to discuss City Manager Evaluation.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

Lincoln Park, Michigan
January 3, 2022

**SPECIAL MEETING
CLOSED SESSION/CITY MANAGER EVALUATIONS**

The meeting was called to order at 6:00 p.m., Mayor Thomas E. Karnes presiding

Pledge of Allegiance

PRESENT: Councilpersons Tracy Duprey, Michael Higgins, Larry Kelsey, Lylian Ross,
Carlos Salcido and Maureen Tobin

ALSO PRESENT: City Manager James Krizan, and City Clerk Kerry A. Kehrer

The purpose of this Special Meeting is to recess into a Closed Session to discuss evaluations of the city manager at the request of James Krizan.

RESOLUTION 2021-353 Recess to Closed Session

By Councilwoman Ross, supported by Councilman Higgins

RESOLVED, that the Mayor and Council recess into Closed Session, at the request of James Krizan, to discuss city manager evaluations.

Motion unanimously carried.

RESOLUTION 2021-354 Adjournment

By Mayor Karnes, supported by Councilman Higgins

RESOLVED, that the meeting be adjourned at 6:33 p.m.

Motion unanimously carried

THOMAS E. KARNES, MAYOR

KERRY A. KEHRER, CITY CLERK

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the minutes of the Study Session re: CDBG/P&R Separation of Duties held under the date of January 3, 2022 be approved as recorded.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

Lincoln Park, Michigan
January 3, 2022

**STUDY SESSION
SEPARATION OF CDBG AND PARKS & REC DEPARTMENTS**

The meeting was called to order at 6:34 p.m., Mayor Thomas E. Karnes presiding

Pledge of Allegiance

PRESENT: Councilpersons Tracy Duprey, Michael Higgins, Larry Kelsey, Lylian Ross,
Carlos Salcido and Maureen Tobin

ALSO PRESENT: City Manager James Krizan, and City Clerk Kerry A. Kehrer

The purpose of this meeting is to discuss separating the duties of the CDBG Director from the Parks & Recreation department.

City manager James Krizan presented a plan to separate these departments and add an in-house planning department. The new planner would be the department head for a CDBG coordinator and the recreation Department would handle all parks & rec programs at KMB & the Community Center. Current CDBG Director Doreen Christian cautioned that in-house CDBG director could be needed to keep the HUD entitlement status, loss of which would result in a severe decrease in CDBG funding.

The Council requested projected budget costs for this realignment and additional manpower.

There being no further business the Study Session adjourned at 7:16 p.m.

Submitted by Kerry A Kehrer, City Clerk

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the minutes of the Special Meeting re: relocation of Council meeting held under the date of January 12, 2022 be approved as recorded.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

Lincoln Park, Michigan
Wednesday, January 12, 2022

**SPECIAL MEETING
RELOCATION OF COUNCIL MEETING**

The meeting was called to order at 4:04 p.m., Mayor Thomas E. Karnes presiding

Pledge of Allegiance

PRESENT: Councilpersons Tracy Duprey, Michael Higgins, Larry Kelsey, Carlos Salcido and Maureen Tobin

ABSENT: Councilperson Lylian Ross

ALSO PRESENT: City Manager James Krizan, and City Clerk Kerry A. Kehrer

RESOLUTION 2022-015 Relocate Council Meeting

By Councilman Higgins, supported by Councilwoman Duprey

WHEREAS, COVID-19 is an extremely contagious disease spread through person-to-person contact with people near each other, and

WHEREAS, the COVID-19 case count in Michigan is on the rise, and

WHEREAS, the City of Lincoln Park has a primary purpose to protect the lives, health, and safety of its residents, elected officials, and appointed members of boards and commissions.

NOW THEREFORE BE IT RESOLVED, that the January 18, 2022 meeting of the Mayor & Council be moved to the Lincoln Park High School Auditorium, 1701 Champaign Rd. Lincoln Park MI 48146.

Motion unanimously carried.

RESOLUTION 2022-016 Adjournment

By Councilwoman Duprey, supported by Councilman Higgins

RESOLVED, that the meeting be adjourned at 4:12 p.m.

Motion unanimously carried

THOMAS E. KARNES, MAYOR

KERRY A. KEHRER, CITY CLERK



Parks & Recreation

3525 Dix Hwy.

Lincoln Park, MI 48146
(313) 386-4075

January 18, 2022

Honorable Mayor and City Council

Subject: Solicit Bids – 5-Year Parks & Recreation Master Plan

Background: The parks and recreation master plan is a tool to guide the development of city-maintained parks and recreation facilities over the next five years. The State of Michigan requires communities to have an up-to-date Parks and Recreation Master Plan to be eligible for various grant funding. Lincoln Park's current Master Plan expires at the conclusion of 2022.

Budget Impact: Funds were budgeted into the Parks and Recreation Contractual Service Account

Recommendation: It is recommended that the city solicit bids for the 5-Year Parks & Recreation Master Plan.

Respectfully Submitted,

Dennis C. Anderson; CIRM
Deputy Director
Parks & Recreation

Attachment: Proposed Resolution and specifications

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01 18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

WHEREAS, the State of Michigan requires communities to have an up-to-date Parks and Recreation Master Plan to be eligible for grant funding, and

WHEREAS, Lincoln Park's current Five-Year Master Plan expires on December 31, 2022.

THEREFORE BE IT RESOLVED, that the Deputy Director of Parks and Recreation is authorized to solicit sealed bids for the preparation of a new Five-Year Parks and Recreation Master Plan.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

Invitation to Bid
City of Lincoln Park, Wayne County, Michigan
Parks & Recreation 5-Year Master Plan Continuation

The City of Lincoln Park is accepting sealed bids for a continuation of the current 5-Year Parks & Recreation Master Plan.

Bids shall be submitted on the forms provided by the City of Lincoln Park in a sealed envelope and have written on the face of the envelope the bidders name, address, and the name of the project "Parks and Recreation 5-Year Master Plan".

Bids must be received by 10:00 a.m. Wednesday, February 16, 2022, to

Kerry Kehrer, City Clerk, City of Lincoln Park
1355 Southfield Road
Lincoln Park, Michigan 48146

Bids shall be publicly opened and read at:
10:00 a.m., (local time), Wednesday, February 16, 2022
City of Lincoln Park
Municipal Office Building
1355 Southfield Road
Lincoln Park, Michigan 48146

Bid Documents may be obtained from the MITN website at www.bidnetdirect.com/mitn

The City of Lincoln Park reserves the right to waive any irregularity, accept or reject any or all bids, and to accept proposals that, in the City's opinion, are in the best interest of and to the advantage of the City of Lincoln Park. No bidder may withdraw his bid within 90 days after the date of bid opening.



CITY OF LINCOLN PARK

City of Lincoln Park
1355 Southfield Rd
Lincoln Park, MI 48146
313-386-1800

Request for Proposals Parks and Recreation Five-Year Master Plan

I. PROJECT OVERVIEW

A. Background

Located just south of the city of Detroit in the downriver area, Lincoln Park is less than 20 minutes from Detroit Metropolitan Airport and approximately 45 minutes from Ann Arbor. Organized as a city in 1925, Lincoln Park is deeply rooted in the tradition of being a community that provides a safe and friendly place to work, live and raise families. Based on the 2010 U.S. Census, Lincoln Park is home to approximately 38,114 residents and covers 5.89 square miles. The City of Lincoln Park is comprised of many different types of properties and buildings for many different uses. Housing in the city is made up of single or two-family homes, as well as multi-unit apartment complexes and a senior living complex. The central business district includes the downtown area and is home to some restaurants, service industries, and shopping. The city also has a general industrial district where most of the heavy industry as well as all marijuana related business are located.

The city's governmental services are comprised of approximately 90 full-time employees and 15 part-time employees. These employees fill positions as diverse as administration, department of public works, parks and recreation, and economic development. Some departments have operations 24 hours a day, 7 days a week.

The city is governed by the city council. The council is made up of six councilors and one mayor. All these positions are two-year terms elected by the city residents at large. The city council is responsible for appointing positions, approving projects, establishing budgets, and serving on various city committees. The city manager and all department heads are appointed by the city council.

The Parks and Recreation Commission is made up of seven members that serve three-year terms. The Parks and Recreation Commission is responsible for facilitating the creation of the master plan and general citizen involvement in the parks and recreation program.

The city borders the cities of Allen Park, Detroit, Ecorse, Melvindale, Southgate, and Wyandotte. The city is also home to approximately 6.5 miles of the Ecorse Creek. The city is home to nineteen parks, a high school, a middle school, and seven elementary schools.

B. Project Description

The City of Lincoln Park is accepting sealed bids for a continuation of the current 5-Year Parks & Recreation Master Plan. The City of Lincoln Park Parks and Recreation Department's current Five-Year Master Plan expires on December 31, 2022. To ensure grant funding eligibility, we are requesting sealed bids for the preparation of a new Five-Year Parks and Recreation Master Plan that should be consistent with and a continuation of the existing Master Plan documentation. Proposals should include all elements necessary to obtain approval from the Michigan Department of Natural Resources and meet MDNR deadlines.

C. Expected Outcomes

The expected outcome of this project is a Parks and Recreation Five-year Master Plan that conforms to the DNR guidelines that includes goals and objects for parks and recreation facilities and programs for the next five years, including action steps to accomplish the objectives.

II. PROPOSAL FORMAT

A. Proposal Organization and Format

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals should have sections that outline how the contractor will meet the items as detailed in Section C. Minimum Requirements.

Submit six (6) complete proposal sets (1 unbound original + 5 printed copies) plus one (1) PDF copy.

Proposals should be typed and submitted on 8.5"x11" paper. Double sided printing, where appropriate, is preferred.

B. General Submittal Information

The response to the RFP should be succinct but comprehensive and shall include recommended approaches related to the consultant's ability to achieve the city's project budget, timeline, objectives, and suggested scope of services.

Proposed not to exceed costs shall be submitted on the forms provided by the City of Lincoln Park as an attachment to the proposal. These must be submitted in a sealed envelope and have written on the face of the envelope the bidders name, address, and the name of the project "Parks & Recreation 5-Year Master Plan".

C. Minimum Requirements

1. Provide Procedure Plan and Schedule – Master Plan must be adopted by Mayor and Council no later than November 21, 2022, and be submitted to the MDNR no later than December 1, 2022.
2. Data Assessment – Use current Master Plan, Master Plan Update, surveys, and other available information.
3. Mapping of Parks and Recreation facilities as well as the appropriate elements.
4. Establish Recreation Goals.
5. Prepare Community Profile.
6. Company representative(s) must schedule and attend a minimum of eight meetings:
 - a. Two (2) meetings with city staff to establish a project timetable, identify objectives, gather input from staff, collect data and review.
 - b. Two (2) meetings with the Parks and Recreation Commission, one (1) meeting is to present final draft
 - c. One (1) formal public hearing to seek the public's input with either the Parks and Recreation Commission or the Planning Commission
 - d. Two (2) public input sessions
 - e. One (1) meeting with the city council to present the final report and seek adoption.
 - f. Contractor responsible for all advertising costs
7. Analyze and Describe the Administrative Structure.
8. Inventory and Evaluate Existing Recreation Facilities and Programs.
9. Survey Community Attitudes, Desires and Standards to include a public opinion survey to be posted on the City's website and in our Recreation Happenings Brochure.
10. Analyze Data.
11. Identify, Describe and Analyze Deficiencies.
12. Address Specific Issues and Problems.
13. Prepare Parks and Recreation Plan.
 - a. Include short-range action plan and capital improvement program (1 – 5 yr. plan). Include long-range (beyond 5 years).

14. Prepare needed drafts.
15. Supply twenty (20) draft copies of the Master Plan, with accompanying maps, to the Recreation Director for review.
16. Provide twenty (20) bound copies of the final Master Plan to the Recreation Director.
17. Provide one (1) camera-ready copy of the final Five-Year Master Plan with accompanying maps.
18. Provide (1) computer disk.

III. ADMINISTRATIVE INFORMATION

A. Due Date

Proposals are due at 10:00 A.M. on Wednesday, February 16, 2022. Proposals should be mailed, or hand delivered to the city clerk at the City of Lincoln Park City Hall, 1355 Southfield, Lincoln Park, MI 48146.

B. Calendar of Events

Listed below are estimated dates and times of actions related to this RFP.

Wednesday, January 19, 2022	RFP issue date
Friday, February 4, 2022	Final date for clarification of questions
Friday, February 11, 2022	Clarifying questions and answers posted
Wednesday, February 16, 2022	Proposals due/bids opened
Monday, March 7, 2022	Award bid

Please Note: These dates are for planning purposes only. They represent the city's desired timeline for implementing this project. The timeline may be adjusted however as needs and circumstances dictate.

C. Inquiries and Clarification of Specifications

City staff will not provide direct individual responses to phone calls, emails or other inquiries related to this proposal. Instead, interested firms are asked to submit their questions either via email or regular mail to the following staff contact:

Dennis Anderson, Deputy Director, Lincoln Park Parks and Recreation Department
 3525 Dix, Lincoln Park, MI 48146
 (313) 386-1800 ext. 2907, danderson@citylp.com

Inquiries will be responded to in one summary email soon after TBD, 2022.

D. Proposal Content

The evaluation and selection of a consultant and the contract will be based on the information submitted in the vendor's proposals, plus references and any required interview and/or presentation. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

E. Evaluation of Proposal

Submitted proposals will be evaluated based on the following criteria (a maximum of 100 aggregate points is possible):

1. Experience of the consultant or consultant team as indicated by prior successful completion of similar projects, including projects in communities similar in size to Lincoln Park (est. population 38,114). (0-15 Points)
2. Relevant experience of key individuals who will be assigned to this project. (0-15 Points)
3. Understanding of the project and project issues. (0-15 points)
4. Proposed project approach and methodology to meet the stated project objectives and an understanding of the proposed scope of services. (0-20 Points)

5. Demonstrated ability to work effectively with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget. (0-15 Points)
6. Demonstrated ability to successfully resolve complex regulatory issues and considerations. (0- 10 Points)
7. Consultant's proposed allocation of the project budget to the respective elements of the scope of services. (0-10 Points)

F. Qualifications

Please provide your qualifications, experience, references, and similar project experience when submitting a bid.

G. Acceptance/Rejection of Proposals

1. The city reserves the right to accept or reject any or all statements of proposal submitted in whole or in part and to waive any informalities or technicalities which at the city's discretion are determined to be in the best interest of the city. Further, the city makes no representation that a contract will be awarded to any consultant responding to this request. The city expressly reserves the right to reject any and all proposals responding to this solicitation without indicating any reasons for such rejections. The city reserves the right to negotiate with any consultant it deems suitable to carry out this project.

2. The city reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

H. Property

All documents, graphics, maps, and exhibits produced by the successful consultant as part of this planning project shall be provided to the city, become city property, and are available for use by the city in any manner that the city deems appropriate.

I. Consultant Interviews/Oral Presentation

Consultants who are deemed most eligible for an interview and oral presentation will be notified of the intended time, date, location, and format as determined by the city.

J. Incurring Costs

This request for proposals does not commit the city to award a contract, pay any costs incurred in preparation of these applications or to procure or contract for any services.

K. Timetable

The Master Plan must be adopted by mayor and council no later than November 21, 2022, and be submitted to the MDNR no later than December 1, 2022.

L. City of Lincoln Park Parks and Recreation Master Plan

A PDF copy of the Parks and Recreation Master Plan is available at www.citylp.com.

M. Conflict of Interest

Consultants and subconsultants shall identify any group, individual or organization that they may have worked for, currently work for, has had ownership, lease, development, related or similar interest in the City of Lincoln Park. The city reserves the right to reject any proposal or consultant who feels it has a conflict of interest.

**CITY OF LINCOLN PARK, MICHIGAN
5-YEAR PARKS & RECREATION MASTER PLAN
SEALED BID SHEET**

Total Cost: _____ Bid Price to expire on: ____/____/____

Please list service and costs of any miscellaneous items not included in bid specifications and not included in the above bid price: _____

Variations from Specifications: _____

Company Name

Address

City State Zip

Phone

Email

Signature

Printed Name

Title

Return sealed bid marked "Parks & Recreation Master Plan" by 10:00 am Wednesday, February 16, 2022, to:

Kerry Kehrer, City Clerk
City of Lincoln Park
1355 Southfield Road
Lincoln Park MI 48146

Bids will be opened Wednesday, February 16, 2022, at 10:00 a.m.



Kerry A. Kehrer
City Clerk

City of Lincoln Park

OFFICE OF THE CITY CLERK

Jessica Martin
Deputy Clerk

January 18, 2022

Honorable Mayor and Councilmembers
City of Lincoln Park
Lincoln Park, Michigan

Subject: Attend Clerk's Institute Training

Purpose: The purpose of this request is to allow the City Clerk to attend the 3rd year of the Michigan Association of Municipal Clerks three-year certification program held annually in Mt. Pleasant Michigan.

Budget Impact: The adoption of this proposed Resolution will in expenditure of previously budgeted funds from the 2021-22 FY Budget.

Recommendation: It is recommended that the Mayor and City Council adopt the proposed Resolution to allow the completion of this certification program.

Respectfully Submitted,

Kerry A. Kehrer
City Clerk

Attachments:

1. Resolution
2. Brochure

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes -

RESOLVED, that Mayor and Council authorize City Clerk Kerry A. Kehrer to attend the Michigan Association of Municipal Clerks Institute in Mt. Pleasant, MI from March 13-March 18, 2022. The cost of the school is \$650.00 and lodging is approximately \$540.00. Meals & mileage will be subject to the Travel Policy. Funds to come from the Clerk Training Account #101.111.960 and Election Training Account #101.192.960.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

MAMC INSTITUTE

THREE YEAR CURRICULUM

The Institute consists of three one-week, non-sequential sessions (one week each year) focusing on training that fulfills the IIMC and CMMC certification requirements. It includes a well-balanced combination of subjects that address Public Administration, Organizational Topics, Social Issues, Interpersonal Skills, and Elections.

Participation is mandatory for all sessions and attendance is monitored. The sessions are non-sequential, and one may begin the three-year cycle at any time.

When you register for the Institute, indicate which session and if you are attending the Institute for the first, second or third time.

2022 CURRICULUM

March 13 - 18, 2022 or March 20 - 25, 2022

- Changes in the Communities We Serve
- Financing Local Government Services
- Effective Meeting Techniques
- Understanding Yourself and Others
- Election Update
- Media and Community Relations
- Strategic Planning
- Communication Skills
- Presentation Skills
- Accountability in the Workplace
- Tactical Planning

2023 CURRICULUM

March 12 - 17, 2023 or March 19 - 24, 2023

- Alternative Forms of Local Government
- Cyber Security
- Effective Communications
- Professionalism in the Clerk's Office
- Minutes and Agenda
- Managing Generational Differences
- Budgeting Basics
- Lansing's Effect on Local Government
- Training Across Generations
- Eureka to Action

2024 CURRICULUM

March 17-22, 2024 or March 19-24, 2024

- If I Knew Then What I Know Now...
- Societal Trends
- Emotional Intelligence
- Ethics Policies
- Train the Trainer
- Records Management
- Lessons Learned During the Presidential Election
- Managing Problem Employees
- Security in the Clerks Office
- Legal Update
- Thriving Through Change
- Creating a Personal Strategic Plan

MAMC INSTITUTE

MARCH 13-18, 2022 OR MARCH 20-25, 2022
Comfort Inn & Suites Hotel and Conference Center | Mt. Pleasant, Michigan



Greetings to You and Your Staff!

The heart of MAMC's mission is to promote and encourage professional development through communication, education, and training. The Institute and Master Academy provide ideal opportunities for learning, regeneration, and connecting with peers from around the state.

MAMC members continue to enjoy a full range of educational and professional development opportunities. In 2019, MAMC turned away members for the institute because it had grown to the point where we needed to limit the size of the class to maintain the quality of the experience. In response to the Institute's demand and to keep the class size manageable, we began to offer the Institute twice a year in 2021.

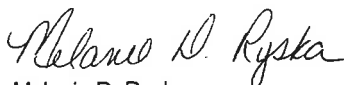
In response to the Institute's demand and to keep the class size manageable, we began to offer the Institute twice a year. Attendees will have the option of attending the Institute either March 13-18 or March 20-25, 2022, at the Comfort Inn & Suites Hotel and Conference Center in Mt. Pleasant. The same curriculum will be offered at both sessions, and you must sign up for either the first week or the second week. Requests to switch back and forth cannot be accommodated.

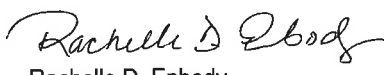
This Institute will be our fourteenth year with Central Michigan University (CMU) as our university sponsor. CMU will oversee the instruction to be sure that it meets International Institute of Municipal Clerks (IIMC) and MAMC certification requirements. Specific information about the IIMC and MAMC certification requirements are available at www.iimc.com and www.michiganclerks.org.

Lewis Bender, Ph.D., will return as the facilitator, instructor and also the instructor of record for participants that wish to earn college credit. Mary Bender will provide program coordination for the Institute and Master Academy.

General information including the schedule for the Institute and Master Academy is available on the MAMC website and will be updated if there are any changes. Please review the schedule carefully and note that to receive credit towards your CMC or MMC certifications through the IIMC and MAMC you must attend all sessions.

We are certain that your experiences in Mt. Pleasant will leave you energized and revitalized in your pursuit of professional excellence. Please help spread the word about the MAMC Institute and plan to attend in 2022!


Melanie D. Ryska
MAMC Director, Education Chair


Rachelle D. Enbody
MAMC Director, Education Co-chair



REGISTRATION FEE

MAMC Member – \$650*

Payment postmarked on or before February 25, 2022 for week one or March 4, 2022 for week two.

Non-member – \$700*

* Payment postmarked after

February 25, 2022 for week one or March 4, 2022 for week two, add \$50. (\$700 MAMC member/\$750 non-member.)

Institute registration fee includes instructional costs, course materials, and some meals. The food is great at the Conference Center. Below is a list of the meals that will be covered by the registration fee.

- Breakfast on Monday - Friday
- Lunch on Monday, Tuesday, Thursday and Friday
- Dinner on Sunday and Thursday
- Breaks with beverages and snacks each morning and afternoon

REGISTRATION

Registration is open to all City, Township, Village, and County clerks and deputy clerks in Michigan. If you are not a clerk or a deputy clerk, you must include a letter of endorsement from the organization's Clerk.

MAMC membership dues for 2022 must be paid at the time you register. Dues forms are available on the MAMC website. www.michiganclerks.org/about/membership.aspx

The Institute registration forms are posted on the website. They are in a pdf format that will allow you to type the information into the form and print it. Please remember to keep a copy for your records. MAMC now accepts credit card payments and online registration.

CANCELLATION POLICY

The cancellation fee is \$100.00 (per SR 17), and request must be submitted 14 days prior to the event. Cancellation requests must be made in writing and emailed to info@michiganclerks.org or faxed to MAMC at 517-371-1170. Cancellation requests received after 14 days before the conference date or no shows will be charged the full registration fee and are not entitled to any refund.

 **MAMC INSTITUTE** REGISTRATION DEADLINE | February 25, 2022 (Week One) March 4, 2022 (Week Two)

CERTIFICATE OF COMPLETION

The IIMC and MAMC requires a total of 120 hours of instruction in the three-year Institute program. Please do not register for the Institute if you cannot commit to the entire week which includes 40 hours of instruction. Those who complete three years of the Institute will receive a plaque stating they have completed the full MAMC Institute program.

COLLEGE CREDIT



Central Michigan University will offer up to three hours of academic credit in an independent study format at either the undergraduate or graduate level for completion of each year of the Institute. Lewis Bender, Ph.D., will be the instructor of record for this course and additional information will be available at the beginning of the Institute.

EDUCATION COMMITTEE

The education committee plans, organizes, and conducts all educational classes at the Annual Conference, Clerking 101, Master Academy classes, the Annual Education Day and other educational opportunities for MAMC members. If you would like to join the Education committee, please contact Melanie Ryska.

EDUCATION COMMITTEE CHAIRPERSONS

MELANIE D. RYSKA

MAMC Director, Education Committee Chair

RACHELLE D. ENBODY

MAMC Director, Education Co-chair

FACILITATOR | LEWIS G. BENDER, Ph.D.

Lew is professor emeritus, Southern Illinois University at Edwardsville. As the facilitator, his job is to keep things moving and tie all the sessions together at the Institute. In addition to facilitation, he will serve as an instructor for several sessions and the instructor of record for those wishing to receive college credit for attending the Institute. Throughout his career, Lew has been deeply involved in community-based applied research, organizational goal setting, and planning and approached to organizational development. His educational background includes BS Grand Valley State University, Master's degree from Wayne State University, and Ph.D. in political science, University of Georgia. A specialist in training and organizational development for business and government, Lew is well known for his candid approach and casual style. For more information about Lew Bender, check out his website at www.lewbender.com.

PROGRAM COORDINATOR | MARY BENDER, Ph. 231-797-5536 Email: mbender102@aol.com

ACCOMMODATIONS

The registration fee does not include lodging. There is a block of rooms reserved for MAMC Institute at the Comfort Inn & Suites Hotel and Conference Center until February 25, 2022 for the first week and March 4, 2022 for the second week. Single occupancy rooms are available at reduced rates starting at \$96 plus applicable taxes and assessments. The cancellation deadline is 48 hours before the arrival date to avoid charging for one night's lodging plus taxes. To make on-line reservations follow the links below.

RESERVATION LINK
March 13-18, 2022

RESERVATION LINK
March 20-25, 2022

Comfort Inn & Suites Hotel and Conference Center

2424 South Mission | Mt Pleasant, MI 48858 | 989-772-4000

Additional information on the Comfort Inn & Suites Hotel and Conference Center is available at www.mtpcomfortinn.com



MAMC INSTITUTE

MARCH 13-18, 2022 OR MARCH 20-25, 2022
Comfort Inn & Suites Hotel and Conference Center | Mt. Pleasant, Michigan

SUNDAY March 13 or March 20	MONDAY March 14 or March 21	TUESDAY March 15 or March 22	WEDNESDAY March 16 or March 23	THURSDAY March 17 or March 24	FRIDAY March 18 or March 25
3:00 - 5:00 PM REGISTRATION Comfort Inn Stadium Room near the lobby.	8:00 - 10:00 AM EFFECTIVE AND INEFFECTIVE LEADERSHIP 10:15 AM - NOON FINANCING LOCAL GOVERNMENT SERVICES IN CHANGING TIMES A look at Michigan trends and a facilitated discussion about challenges facing Michigan. Lewis Bender, Ph.D., Institute Director	8:00 AM - NOON PREPARING FOR MID-TERM ELECTIONS Michigan Bureau of Elections Speakers TDB LUNCH 1:00 - 5:00 PM EMBEZZLEMENT AND FRAUD Robert (Bob) Beekman, FBI FREE EVENING ON YOUR OWN FOR DINNER Lots of good places to eat and get together with other clerks.	8:00 AM - NOON REAL LEADERSHIP IN PUBLIC SERVICE Utilizing a breakdown of five key factors of excellent leadership, we'll talk about what it takes to lead well and how we execute those changes within ourselves. Steve Ludwig, Ludwig Speaks	8:00 AM - NOON HR DO'S AND DON'TS Kate Baldwin, PHR, Human Resources & Benefits Manager, City of Sterling Heights Megan Burke, Director of Human Resources & Operations, City of Oak Park LUNCH 1:00 - 5:00 PM FREEDOM OF INFORMATION ACT (FOIA) Lori M. Hinkley, Michigan State Police Executive Operations Records Resource Section	8:00 - 11:00 AM STRATEGIC PLANNING PROCESSES FOR THE CLERK'S OFFICE This session will cover the basic steps of the strategic planning process, from getting organized to implementation. Lewis Bender, Ph.D., Institute Director 11:00 AM - 2:00 PM TACTICAL PLANNING Putting Eurekas to Action! Lewis Bender, Ph.D., Institute Director CERTIFICATES Are awarded to participants that have completed all First Year, Second Year, and Third Year sessions and will be distributed at the closing session on Friday.
5:00 - 7:30 PM LEADERSHIP IN THE CLERK'S OFFICE Lewis Bender, Ph.D., Institute Director Required Session This opening session will call on participants to share what they are experiencing in leadership challenges with fellow Clerks. DINNER PROVIDED	1:00 - 5:00 PM EFFECTIVE MEETING TECHNIQUES AND PARLIAMENTARY PROCEDURES Techniques for handling motions, debate, and votes within a meeting. Eleanor "Coco" Siewert Professional Registered Parliamentarian 5:00 - 9:00 PM IT'S A MATTER OF YOUR STYLE DISC Lewis Bender, Ph.D., Institute Director		 FREE AFTERNOON This free afternoon makes up for a very long day on Monday. Participants are strongly encouraged to take advantage of this time for networking and relaxing in preparation for the rest of the week. You will be on your own for lunch and dinner.	AWARDS BANQUET 5:30 - 6:30 PM SOCIAL HOUR 6:30 - 8:00 PM DINNER AND AWARDS PROGRAM Plaques and certificates will be presented to those people that have completed the three- year program.	



Reservation held for: 14:43 minutes



Comfort Inn & Suites and Conference Center

2424 S. Mission Street
Mount Pleasant, MI, 48858, US
(989) 772-4000

[Change Dates](#)

Check-In

Mar 13

Sun, 4:00 PM

5 NIGHTS

Check-Out

Mar 18

Fri, 12:00 PM

Room Details

[+ Add Another Room](#)

2 Queen Beds

No Smoking

1 Adult

[Remove](#)

\$96.00 USD

Avg. Per Night [v](#)

Summary of Charges

Room 1: \$96.00 x 5 Nights: \$480.00

Estimated Taxes & Fees ⓘ \$52.80

Grand Total: \$532.80 USD

Free Cancellation until March 11, 2022 at 12 AM local hotel time.

Rate: MAMC Basic Institute Week 1 3.13.22 ⓘ



Community Planning & Development Parks & Recreation

January 18, 2022

Honorable Mayor and City Council

Subject: A resolution to increase room rental fees

Background: On January 4, 2022, a new cleaning service was hired for the Kennedy Memorial Building. The new service includes an increase in the special event cleaning rate. With the increase rate for special event (weekend cleaning) and the rate for a recreation attendant it is necessary to increase the room rental rates.

Recreation attendant	\$107.89
Cleaning Fee	\$315
Total Direct Cost	\$422.89

The current resident rate (\$375) for the Senior Room will not cover the costs. I am also requesting that the Security Deposit be increased by \$100.00. This deposit is refundable if there is no damage, the room is properly cleaned, and the occupants are out on time. The current deposit falls short of recovering losses.

The city manager has suggested adding a building equipment and maintenance cost of \$50 to each rental. This is to help defray the cost of various small capital items and projects that will help extend the life of the building as well as improve the rental experience.

Two resolutions are presented. The first, Option A, does not include an additional cost for small capital. The second, Option B, includes this additional cost.

Budget Impact: Option A will cover the increase in cleaning fee and the attendant pay, and Option B adds an additional \$50 which will be used for equipment and building capital expenditures.

Recommendation: It is recommended that Mayor and Council increase the room rental fees.

Respectfully Submitted,

Doreen P. Christian
Director

Attachment: Proposed Resolutions

3240 Ferris, Lincoln Park, MI 48146
(313) 386-3100, Fax: (313) 381-3202

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: January 18, 2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes -

(Option A)

Whereas, the cost of pay for the recreation attendant and cleaning service has increased,
and

Whereas, the current room rental fees do not cover the increased costs.

Therefore be it resolved that the Room Rental Fees be increased as follows:

ROOM	PRIVATE RENTALS				MEETING RENTALS	
	NONRESIDENT RATE	RESIDENT RATE	SECURITY DEPOSIT	ADD'L CHARGE PER HOUR	RATE	ADD'L CHARGE PER HOUR
Senior Room (seating 185)	\$425 -500 (7 hr. rental)	\$375 -450 (7 hr. rental)	\$200 -300	\$60 -75	\$150 -200 (2 hr. rental)	\$60 -75
Room A (seating 250)	\$475 -550 (7 hr. rental)	\$425 -500 (7 hr. rental)	\$200 -300	\$60 -75	\$150 -300 (2 hr. rental)	\$60 -75
Room B (seating 30)	n/a	n/a	n/a	n/a	\$30 -50 (2 hr. rental)	\$15 -25
Room C (seating 40)	\$175 -225 (5 hr. rental)	\$135 -185 (5 hr. rental)	\$75 -100	\$20 -35	\$30 -50 (2 hr. rental)	\$20 -35
Room D (seating 15)	n/a	n/a	n/a	n/a	\$30 (2 hr. rental)	\$15 REMOVE

Be it further resolved, that the fee to cover non-booked time increase from a rate of \$30 per ¼ hour (15 minutes) to \$50 per ¼ hour and these rate changes go into effect immediately.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: January 18, 2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes -

(Option B)

Whereas, the cost of pay for the recreation attendant and cleaning service has increased, and

Whereas, the current room rental fees do not cover the increased costs, and

Whereas, the rental fee should include an equipment and building capital improvement fee.

Therefore be it resolved that the Room Rental Fees be increased as follows:

ROOM	PRIVATE RENTALS				MEETING RENTALS	
	NONRESIDENT RATE	RESIDENT RATE	SECURITY DEPOSIT	ADD'L CHARGE PER HOUR	RATE	ADD'L CHARGE PER HOUR
Senior Room (seating 185)	\$425-550 (7 hr. rental)	\$375-5000 (7 hr. rental)	\$200-300	\$60-75	\$150-200 (2 hr. rental)	\$60-75
Room A (seating 250)	\$475-600 (7 hr. rental)	\$425-550 (7 hr. rental)	\$200-300	\$60-75	\$150-300 (2 hr. rental)	\$60-75
Room B (seating 30)	n/a	n/a	n/a	n/a	\$30-50 (2 hr. rental)	\$15-25
Room C (seating 40)	\$175-275 (5 hr. rental)	\$135-235 (5 hr. rental)	\$75-100	\$20-35	\$30-50 (2 hr. rental)	\$20-35
Room D (seating 15)	n/a	n/a	n/a	n/a	\$30 (2 hr. rental)	\$15 REMOVE

Be it further resolved, that the fee to cover non-booked time increase from a rate of \$30 per ¼ hour (15 minutes) to \$50 per ¼ hour and these rate changes go into effect immediately.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the Mayor and City Council approve the employment agreement by and between the City of Lincoln Park and the City Manager, James Krizan for a two-year term to expire December 31, 2023.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute said employment agreement on behalf of the City of Lincoln Park.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

City of Lincoln Park

EDWARD M. ZELENAK
CITY ATTORNEY

AMY MARIE HIGGINS
ASSISTANT CITY ATTORNEY

OFFICE OF THE
CITY ATTORNEY
2933 FORT STREET
LINCOLN PARK, MICHIGAN 48146-9987
(313) 386-6400 / FAX (313) 386-7778



January 6, 2022

Honorable Mayor and Council
City of Lincoln Park
1355 Southfield Road
Lincoln Park, Michigan 48146

Dear Mayor Karnes and Members of the Council:

I have reviewed the proposed city manager employment agreement. The format and provisions are standard and appear to reflect the intents of the parties therein. I will execute my review in the appropriate manner, and it should be presented for formal approval by Mayor and City Council at a regular meeting of the public body.

Very truly yours,

EDWARD M. ZELENAK

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of January 2022 by and between the City of Lincoln Park (hereinafter referred to as the City) and James Krizan, (hereinafter referred to as Appointee).

WITNESSETH:

WHEREAS, the City requires the services of a City Manager and,

WHEREAS, the Appointee desires to provide such services and,

WHEREAS, the parties mutually agree that memorializing the terms of the agreement will be in the best interest of all served,

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, by and between the parties as follows:

1. **Employment:** The Appointee is hereby appointed as City Manager as defined by Title Six, Chapter 215 of the codified ordinances of the City of Lincoln Park. The term of this Agreement shall remain in effect until December 31, 2023. Notwithstanding the rights of either party as provided herein.
2. **Compensation:** The Appointee shall be compensated \$105,000 on an annual basis, paid bi-weekly, and shall be exempt from overtime and FLSA. The Mayor and City Council shall meet annually to review, discuss and consider salary increases taking into consideration the Appointees job performance, duties and obligations. The Employee shall be entitled to receive the following wage adjustments:

2/1/2022: 2%

1/1/2023: 2%

The Appointee serves at the pleasure of the Mayor and City Council. The appointment may be terminated at any time, "with" or "without" cause by a majority vote of the Mayor and City Council and may be terminated by the Appointee, upon proper notice.

3. BENEFITS:

Pension:

The City shall contribute 7% annually to a defined contribution plan or deferred compensation plan on behalf of the Appointee.

Health Insurance:

The City shall provide to the Appointee and his eligible dependents Health Insurance, Vision Insurance and Dental Insurance equivalent to that received by

active employees. The current health care plan is attached to this document. The Appointee shall be required to contribute to health insurance in accordance with State of Michigan Public Act 152 of 2012.

Should the Appointee choose not to participate in the City's health insurance plan, he shall receive \$400.00 per month in lieu of health insurance. Proof of group health insurance coverage will be required.

Life Insurance: The City shall provide a \$50,000 Term and \$50,000 AD&D insurance policy to the Appointee.

Long Term Disability: The City shall pay the full monthly premium on the City's Long-Term Disability (LTD) plan. LTD insurance shall become effective one year from the date of hire. Provisions of the plan are subject to change, and determination of benefits is made by the carrier.

All insurance benefits will begin on the first day of employment excluding LTD which is outlined above.

Vacation: The Appointee shall be provided fifteen (15) vacation days per year. These days shall be credited upon the first day of employment. Vacation shall not accumulate and must be used within twelve (12) months of the anniversary date.

Personal Leave Days: The Appointee shall be provided three (3) days of personal time. Personal time is non-accumulative and non-compensable. He shall receive payment for all municipal holidays in accordance with other appointed department heads. The Appointee shall receive bereavement leave as provided to other appointed department heads.

Sick Days: Sick leave shall be computed from the date of Appointee's induction into service at the rate of eight (8) hours per month of service. Sick leave accumulation shall be limited to 480 hours.

Cell Phone: The City shall provide the Appointee a cellular telephone and pay for a cellular telephone plan and all costs for communicating/texting and linking privileges.

Working Hours: The Appointee, as City Manager, must devote a great deal of time outside normal office hours to perform City business. The normal working hours are Monday through Friday, 8:00 a.m. to 4:30 p.m. The Appointee shall also attend City Council meetings and other meetings outside of regular working hours. The Appointee is not eligible for overtime and is FLSA exempt, however it is understood that the Appointee may make adjustments to his working hours to accommodate for work time devoted outside his normal working hours.

4. **Auto Allowance:** The City agrees to pay during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$3,600 per year, payable in equal monthly installments, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Appointee shall be

responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses with regard to the purchase, operation, maintenance, repair and regular replacement of said vehicle.

5. **Memberships and Dues:** The City agrees to budget and pay for professional dues for the Appointee for membership in the Michigan Municipal Executives Association (MME), the International Association of City/County Managers (ICMA), and such other organizations approved by the City through the Mayor and City Council. The City shall reimburse the Appointee for other expenses incurred for the two annual MME annual conferences and other such conferences as approved by the Mayor and City Council.

As an ICMA member The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Michigan. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse or be requested to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

6. **Performance Evaluation:** The City through the City Council shall evaluate the performance of the Appointee on an annual basis. The process, form, criteria, and format for the evaluation shall be agreed upon by and between the Appointee and the City Council prior to the evaluation process. At the conclusion of the evaluation process, the City shall provide the Appointee with a written summary of its findings and conclusions along with recommendations, goals and objectives for the following year. The Appointee shall be provided an opportunity to review and discuss the evaluation, findings, conclusions and recommendations.
7. **Appointee's Best Efforts:** The Appointee agrees that at all times, he will faithfully and to the best of his ability, experience and talents, perform all the duties required of him.
8. **Disability:** If the Appointee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or ill health for a period in excess of that authorized by the Family Medical Leave Act (FMLA) and beyond any accrued sick leave, the City shall have the option

to terminate this Agreement upon payment of a lump sum severance equal to ninety (90) days of full salary, provided however that said ninety (90) days of salary shall not be paid if the City's long term disability payments have commenced. The lump sum severance payment shall include continuance of health care insurance for three (3) months. The City may seek a waiver and release from the Appointee before making its decision to terminate the agreement.

9. **Termination:** The Appointee may terminate employment with a forty-five (45) day written notice. If the Appointee is terminated "for cause", as defined herein, the notice and severance provisions contained herein shall not apply. The Appointee may be terminated "for cause", only for a "material breach of the terms of his employment and/or this Employment Agreement, a material act of misfeasance or malfeasance which substantially, adversely affect the operations of the City, for theft or dishonesty, or a criminal act and conviction and/or conduct, relating to City employment or otherwise, which, while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner.
10. **Severance:** If the Appointee is terminated "without cause", as defined herein, the severance provision contained herein shall apply. Termination "without cause" shall be defined as any termination which does not constitute "for cause" termination as defined in this Agreement. Further, the Appointee shall be deemed terminated "without cause" if the City acts to substantially alter, reduce or diminish any of the material terms and/or conditions of this Employment Agreement, and/or reduce or diminish Appointee's salary or benefits as defined in this Agreement.

Upon termination "without cause" as defined in this agreement, the City shall pay the Appointee a lump sum severance payment equal to six months of full salary. The lump sum severance payment shall include continuation of health care insurance for three (3) months.

Should the City elect not to renew this Agreement subject to the expiration date contained herein severance shall not be owed, subject to the following: The Parties agree to commence negotiations no later than one hundred and eighty days (180) in advance of the expiration date of this Agreement. After the commencement of the negotiation period should the City elect not to renew the contract they shall provide the appointee with notice of not less than (90) days, of their decision not to renew the agreement at the expiration date of its term, should this occur severance shall not apply.

Resignation: If the Appointee "resigns" and his employment has not been deemed to be terminated "without cause", as defined herein, then no severance shall be due or payable from the City to the Appointee.

11. **Job Description:** Attached is the job description and ordinance, which describes the duties and responsibilities.

12. **Return of Property:** Upon termination of employment, the Appointee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the City, which the Appointee may have in his possession or control and a signed statement verifying return of such property.
13. **Compliance with the Law:** The Appointee shall perform all his respective duties and obligations in complete compliance with applicable Federal, State, local laws, ordinances, rules and regulations and shall adhere to all of the City's policies.
14. **Complete Agreement:** This agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements, oral or written, between the parties, if any. It is understood and agreed that this agreement shall supersede and take precedence over any document, handbook, benefit plan or other material which could otherwise be constructed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this agreement, unless such other document, handbook, plan or material is made expressly applicable to the Appointee by a formal resolution of the Mayor and City Council. It is further understood that no City personnel have the authority to enter into any employment agreement with the Appointee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Mayor and City Council through a formal resolution.
15. **Dispute Resolution:** If a dispute arises concerning this agreement or Appointee's employment with the Employer in any way, shape or form including, but not limited to, any and all statutory, administrative, discrimination, contract, or any other potential, judicial or other claims, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Appointee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Appointee and Employer. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Appointee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.
16. **Invalid Provisions:** If any provision of this agreement is held to be invalid, the remainder of the agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this agreement.

James Krizan, Appointee

Thomas Karnes, Mayor

APPROVED AS TO FORM:

Edward M. Zelenak, City Attorney

Kerry Kehrer, City Clerk

Dated: _____

AGENDA STATEMENT

To: Mayor Karnes and City Council

From: Chief of Police Raymond Watters

Subject: Authorization to Waive Bidding Process to Purchase Eight Flock Safety LPR Cameras

Date: December 7, 2022

cc: City Manager, City Clerk and City Attorney

Purpose:

The Lincoln Park Police Department is requesting the Mayor and Council to waive the formal bidding process and authorize the purchase of eight Flock Safety LPR Cameras from Flock Safety. Flock Safety is the sole supplier of the Flock Safety LPR Camera.

Fiscal Impact:

The cost for the eight cameras is \$20,000.00 which includes service fees, storage, installation, and access to other Flock camera systems around the country for one year. The funds will come from the Police Department's Forfeiture Account 265-320-934C. The Police Department has a grant that will reimburse the cost (\$20,000.00) of the cameras.

Policy Changes:

The Police Department is requesting to waive the bid process and use Flock Safety as it is the sole supplier for the Flock Safety LPR camera system.

Background:

Flock Safety is the sole supplier of the Flock Safety LPR camera system.

Attachments:

Resolution, Cover Letter, and Quote

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: January 18, 2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes -

WHEREAS, the Lincoln Park Police Department is requesting to purchase eight new Flock Safety LPR Cameras.

BE IT RESOLVED, that Mayor and Council authorize the Police Department to waive the bidding process and purchase eight Flock Safety LPR Cameras for a total cost of \$20,000.00 from Flock Safety, the sole supplier.

BE IT FURTHER RESOLVED, Funds for the purchase of the cameras to come from the Police Department's Forfeiture Account 265-320-934C.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes



City of Lincoln Park
Department of Police
1427 Cleophus
Lincoln Park, Michigan 48146
313-381-1800

January 7, 2022

Honorable Mayor Karnes and Council
City of Lincoln Park
1355 Southfield
Lincoln Park MI 48146

Subject: Flock Cameras

What: The Lincoln Park Police Department is requesting Council to waive the bid process and allow the police department to purchase eight Flock Cameras. Flock is the sole manufacturer and developer of the Flock Safety LPR Camera. Flock has provided us a quote of \$20,000.00 for the eight cameras.

Why: The Flock LPR camera system are individual license plate camera readers that mount stationary within the city and record traffic. Each camera can be mounted to an existing pole and can use existing power or solar power. The Flock LPR system is the only Law Enforcement grade system to offer shared data across the country, ability to search for a vehicle based on a description, and the ability to capture two lanes of traffic simultaneously. The Flock system has been proven to reduce crime in other cities across the country that have used them. Currently River Rouge has thirty cameras mounted throughout their city and have had great success deterring crime with them. The purchase of the eight cameras will provide our detectives with another tool to combat crime within the city.

Budget Impact: The cost for the eight cameras is \$20,000.00. This includes all service fees, storage, installation, and access to other Flock camera systems around the country for one year. The purchase will come from the department's forfeiture account # 265-320-934C. The police department has a grant that will reimburse the cost (\$20,000.00) of the cameras. There is no obligation to continue with Flock after the first year of service is completed.

Recommendation:

It is recommended that Mayor and Council adopt the resolution.

Respectfully submitted,

Raymond Watters
Chief of Police

Attachments:

Information from Flock Camera

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com (Flock is the only Axon LPR integration partner)
- Integration of onboard cameras on all Police Vehicles with Flock System
- Share data across Law Enforcement Departments on a National level
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- Privacy controls to enable certain vehicles to "opt-out" of being captured

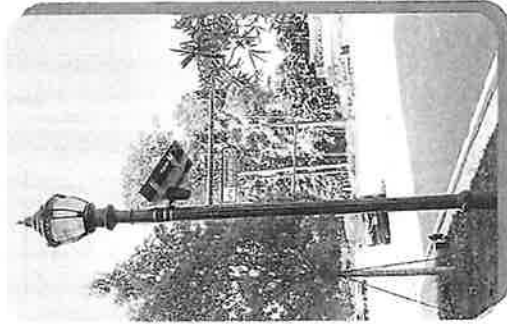
flock safety

- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Natively integrated audio and gunshot detection capabilities
- Covert industrial design for minimizing visual pollution
- Lifetime maintenance and support included in subscription price
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation



Thank you,

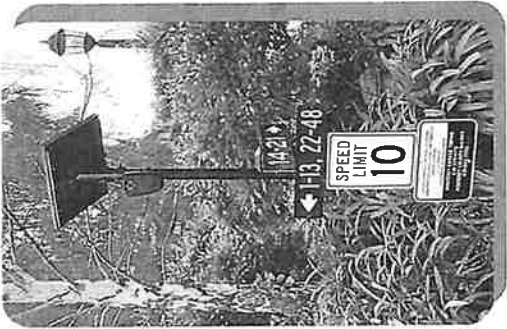
Garrett Langley CEO, Flock Safety



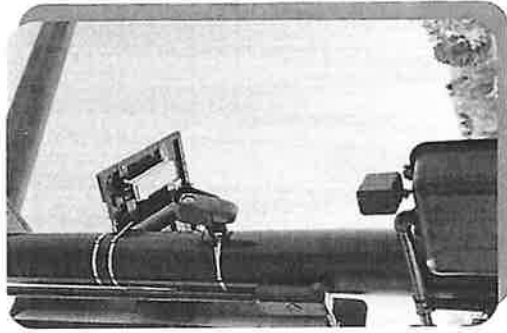
**Solar &
Existing Pole**



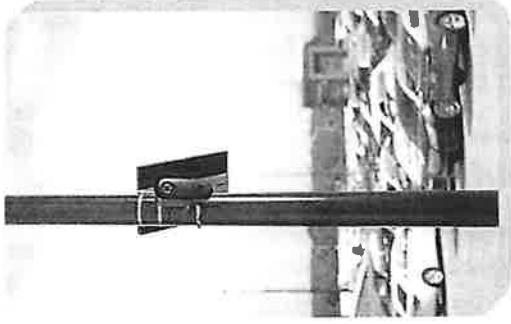
**Electric & Existing
Pole**



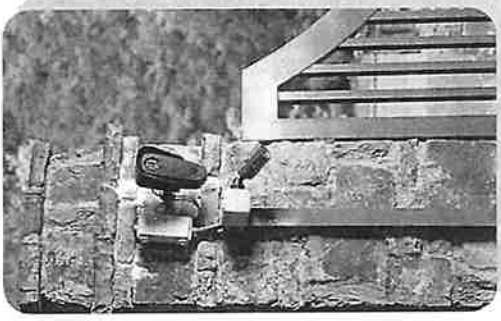
**Solar &
Flock Pole**



**Solar & Traffic
Pole**



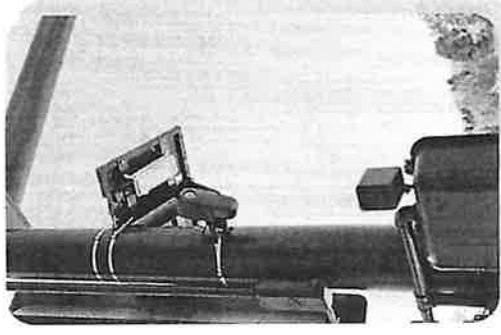
**Solar &
Existing Pole**



**Electric &
Existing
Structure / Pole**



**Solar &
Flock Pole**



**Solar & Traffic
Pole**

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: Lincoln Park Police Department

Contact Name: Raymond Watters

Legal Entity Name:

Address:

1427 Cleophus Pkwy
Lincoln Park, Michigan 48146

Phone: (313) 381-1800

E-Mail: rwatters@citylp.com

Expected Payment Method:

Billing Contact:

(if different than above)

Initial Term: 12 months

Renewal Term: 12 months

Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Implementation Fee	\$0.00	8.00	\$0.00
Flock Falcon Camera	\$2,500.00	8.00	\$20,000.00

(Includes one-time fees)

Year 1 Total \$20,000.00

Recurring Total: \$20,000.00



Office of the City Manager
1355 Southfield Rd
Lincoln Park, MI 48146
313-386-1800

Honorable Mayor and Council Members
City of Lincoln Park
Lincoln Park MI, 48146

January 18, 2022

Subject: Approval of Marketing Agreement with Service Line Warranties of America

Background:

On November 15, 2021 and December 20, 2021, Mayor and Council were presented with a program offered by Service Line Warranties of America. The program provides an opportunity for residents to purchase an insurance policy for their water and sewer service lines that connect their home to the city's utility.

The company has provided the attached marketing agreement. This would allow them to solicit customers within the city. The agreement has been reviewed by our city attorney and me. We had asked for a few changes to the document that have been incorporated.

The document is set up that instead of the city receiving any royalties for the program, the cost of the program for residents is reduced.

Budget Impact:

There will be no impact to the city budget to participate in this program.

Recommendation:

It is recommended that Mayor and Council approve the attached resolution approving the marketing agreement with Service Line Warranties of America.

Respectfully submitted,

James Krizan
City Manager

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 1/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

WHEREAS, residents are responsible for the water and sewer service lines that connect from the city's utility to their home; and,

WHEREAS, the city desires to participate in a program to help alleviate the immediate cost to residents in the event of an expensive repair.

BE IT RESOLVED, the Mayor and Council of Lincoln Park approve of the city's participation in the Service Line Warranties of America program; and

BE IT FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute the attached marketing agreement.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Lincoln Park, Michigan ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein referred to singularly as "**Party**" and collectively as the "**Parties**". This Agreement shall be effective on the last signature date set forth below ("**Effective Date**").

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities ("NLC") Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's branding ("**Marks**"), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement. Company is solely responsible for providing a warranty on service plan repairs that are defective in materials or

workmanship, subject to the terms and conditions of its service agreements with Property Owners enrolled in a Company service plan.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owner Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a

result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: James Krizen
City of Lincoln Park
1355 Southfield Rd
Lincoln Park, MI 48146
Email: jkrizan@citylp.com
Phone: 313-386-1800 Ext.1230

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed,

to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Michigan, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CITY OF LINCOLN PARK

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Lincoln Park
Term Sheet
December 28, 2021

- I. Initial Term. Three Years.
- II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:
 - A. Exterior water service line plan (“WSL”) (initially, \$5.99 per month)
 - B. Exterior sewer/septic line plan (“SSL”) (initially, \$7.99 per month)
 - C. Interior plumbing and drainage plan (“IPD”) (initially, \$9.49 per month)Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage. The summary of coverage is accurate as of the Effective Date but is subject to change in the discretion of Company. Excluded from Coverage: any repairs or replacements when no operational failure of a Property Owner’s line or System (as defined below) has occurred; other exclusions may apply.
 - A. WSL: Repair or replacement of the following, for which the Property Owner has sole responsibility, that is damaged due to normal wear and tear: A blocked, leaking, or frozen line that provides fresh or drinkable water to the home.
 - i. Covers Property Owner responsibility: From the curb stop to the external foundation wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: from the external wall of the well casing to the external foundation wall of the home.
 - iv. Benefit Limit: \$8,500 per service call / unlimited service calls
 - B. SSL: Repair or replacement of the following, for which the Property Owner has sole responsibility, that is damaged due to normal wear and tear: A blocked or leaking line that takes wastewater from the home.
 - i. Covers Property Owner responsibility:
 - 1. If connected to a sewer system: From the external wall of the home to the sewer main.
 - 2. If connected to a septic system: From the external wall of the home to the point of connection to the home’s septic tank.

3. Exterior branch drains connected to the line from the point they exit the external foundation wall of the home to the point they re-enter the external foundation wall of the home.
 - ii. Benefit Limit: \$8,500 per service call / unlimited service calls
 - C. IPD: Covers repair or replacement of the following inside the home, for which the Property Owner has sole responsibility, that is damaged due to normal wear and tear: The blocked or leaking interior water supply and drainage (“System”) pipes that carry fresh or drinkable water and wastewater.
 - i. Benefit Limit: \$3,000 per service call / unlimited service calls
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the IPD plan via in-bound phone or web only.

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the Mayor and Council schedule a Study Session on February 7, 2022 at 6:00 p.m. in the John A. Aloisi Council Chambers, 1355 Southfield Rd. to discuss Street Sweepers and GFL Performance.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the Mayor and Council schedule a Public Hearing on February 22, 2022 at 6:00 p.m. in the John A. Aloisi Council Chambers, 1355 Southfield Rd. to discuss amending the DDA Strategic Development Plan.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

THE CITY OF LINCOLN PARK, MICHIGAN
CITY COUNCIL
NOTICE OF PUBLIC HEARING
Tuesday, February 22, 2022 at 6:00 p.m.

In accordance with the Michigan Recodified Tax Increment Financing Act 57 of 2018, **Notice is hereby given** that the City Council of the City of Lincoln Park, Michigan, will hold a **Public Hearing on Tuesday, February 22, 2022 at 6:00 p.m.**, in the City Council Chambers (Second Floor), Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, MI 48146, to consider an ordinance adopting amendments to the Development Plan and Tax Increment Financing of the Lincoln Park Downtown Development Authority (DDA).

The proposed amendments include: (1) adopting Lincoln Park Alive! as an amendment to the Development Plan of the DDA; (2) adding three parcels [containing five tax identification numbers] to the Development Area of the official Development Plan of the DDA; (3) identifying six new programs/projects with cost estimates to be implemented within the Development Area of the DDA; and (4) extending the duration of the Tax Increment Financing Plan of the DDA to December 31, 2041.

The Development Area of the DDA is depicted by Map 1, Exhibit A, attached; also, maps, plats, and a description of the amendments to the Development Plan and the Tax Increment Financing Plan are on file and available for public inspection in the offices of the Lincoln Park Downtown Development Authority, Second Floor, Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, MI, 48146 or at the official website of the City of Lincoln Park Downtown Development Authority via the following link:

https://www.citylp.com/government/downtown_development_authority/index.php

It should be noted that neither the existing Development Plan nor the proposed amendments to it will require the relocation of any families or individuals. In the extremely unlikely event that it becomes necessary to relocate any families or individuals, the DDA will provide relocation assistance commensurate with Title 42 USC Chapter 61 Uniform Relocation Assistance and property Acquisition Act of 1970, as amended.

At the date, time, and place listed above, all aspects of the proposed amendments to the Development Plan and the Tax Increment Financing Plan will be open for public discussion at the Public Hearing. Also, the City Council shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference to the amendments to the Development Plan and the Tax Increment Financing Plan. The Public Hearing shall provide the fullest opportunity for expression of opinion, for arguments on the merits, and for introduction of documentary evidence pertinent to the proposed amendments to the Development Plan and the Tax Increment Financing Plan. The City Council shall make and preserve a record of this Public Hearing, including all data presented thereat.

Prior to the Public Hearing, the Lincoln Park City Council invites representatives of the taxing jurisdictions levying taxes subject to recapture to meet with the Executive Director of the Lincoln Park Downtown Development Authority to fully inform the taxing jurisdictions of the fiscal and economic implications of the proposed amendments to the Development Area. The Director may be reached at the address, telephone number/extension, and the email address, below:

**THE CITY OF LINCOLN PARK, MICHIGAN
CITY COUNCIL
NOTICE OF PUBLIC HEARING
Tuesday, February 22, 2022 at 6:00 p.m.**

Carl E. Malysz, Director
Lincoln Park Downtown Development Authority
1355 Southfield Road
Lincoln Park, Michigan 48146
313-386-1800 x 1289
cmalysz@citylp.com

People with disabilities needing accommodations for effective participation at this meeting should contact the City Clerk's Office at 313.386.1800 ext 1247 at least one business day in advance to request mobility, visual, hearing, or other assistance.

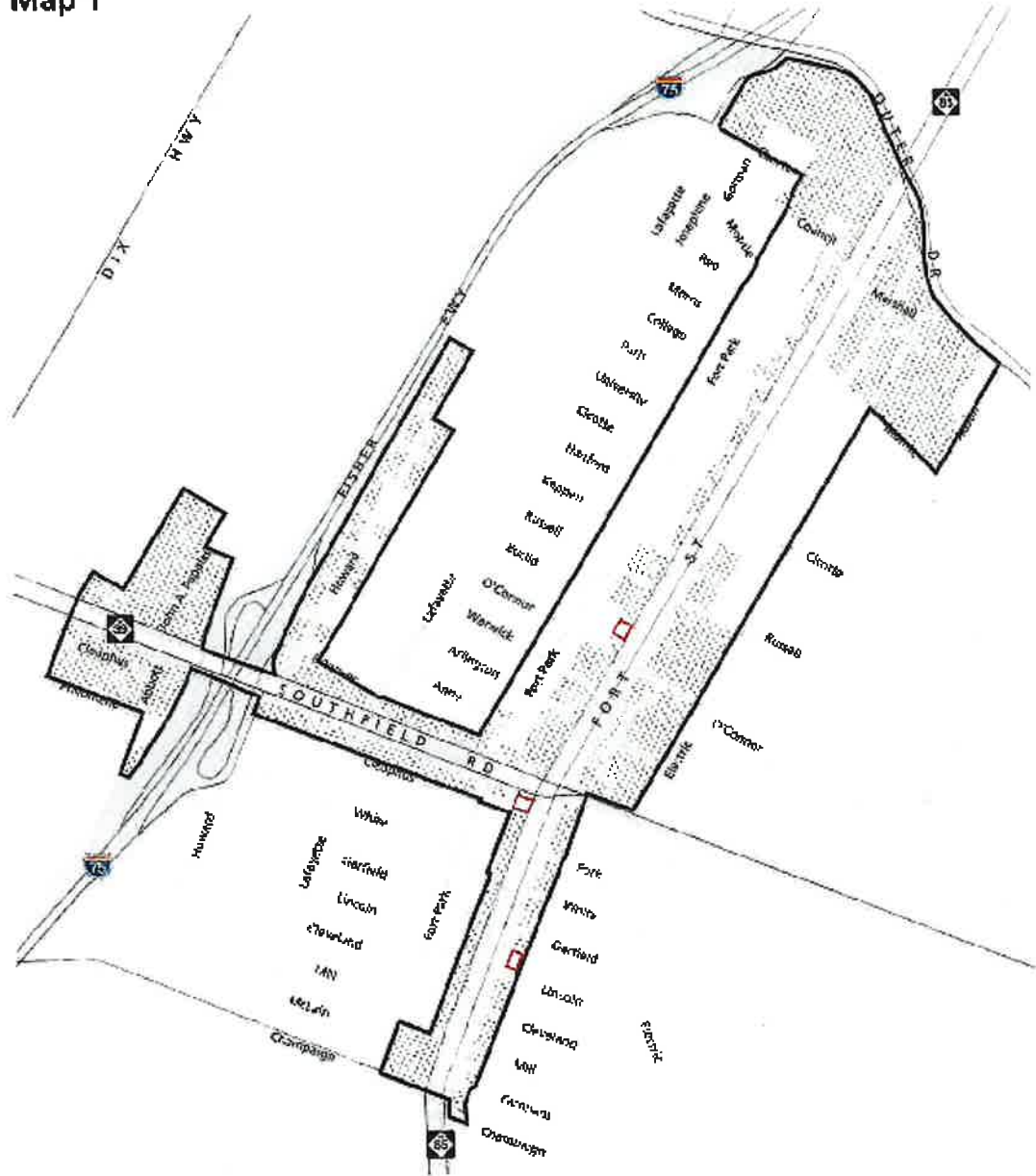
BY ORDER OF THE CITY COUNCIL OF
THE CITY OF LINCOLN PARK, MICHIGAN
KERRY KEHRER, CITY CLERK

Publish in the *News-Herald* on January 30, 2022 and February 2, 2022; placed on the City of Lincoln Park Lincoln Park website on or before February 2, 2022; delivered via Certified Mail to the governing body of each taxing jurisdiction levying taxes that are subject to capture by the City of Lincoln Park Downtown Development Authority on or before February 2, 2002; delivered via First Class Mail to all property tax payers of record in the Downtown Development District on or before February 2, 2022; and posted in at least 20 conspicuous and public spaces within the Downtown Development District on or before February 2, 2022.

THE CITY OF LINCOLN PARK, MICHIGAN
CITY COUNCIL
NOTICE OF PUBLIC HEARING
Tuesday, February 22, 2022 at 6:00 p.m.

Exhibit A

Map 1



**Downtown Development Authority District
Lincoln Park, Michigan**

- Boundary of DDA District
- Development Area
- Added to Development Area: 8-12-2021





CITY OF LINCOLN PARK

January 18, 2022

Honorable Mayor and City Council
City of Lincoln Park
Lincoln Park, Michigan

Subject: Approval of Accounts & Claims Payable Over \$25,000

Background:

All purchases of goods or services with a value exceeding \$25,000.00 are subject to approval. A resolution has been prepared with the vendor's name, a brief description, and the amount of payment for your consideration.

The proposed payments are for the dates of January 4, 2022, through January 18, 2022. A full listing of the entire Accounts & Claims payable has been provided to Mayor and Council for review.

Budget Impact:

The proposed items for payment are all budgeted in the Fiscal Year 2021/2022 Budget.

Recommendation:

It is recommended that Mayor and Council adopt the attached resolution approving the Accounts & Claims Payable over \$25,000.00.

Respectfully Submitted,

Lisa Griggs
Director of Finance and Operations

Attached: Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: January 18, 2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 be approved as follows:

***Limb Walkers	Tree Services, Trim and Removal Inv. #11 & #12	\$ 53,367.00
***Signature Ford	New 2022 Ford Explorer for Police Dept.	\$ 34,554.00
Audia Concrete Const.	2021 Concrete sectioning program 2 nd payment	\$270,713.32
Downriver Utility Wastewater Auth	Jan 2022 excess flow charges	\$122,017.00
DTE	Dec 2021 Gas, Electric, Street & Traffic lights	\$ 84,442.14
GFL	Dumpster service City Buildings & Residential curbside collection	\$204,863.66
Great Lakes Water Authority	November 2021 water	\$199,746.52
Municipal Employees Retirement Syst	Dec 2021 Retirement system	\$246,097.02
Michigan Joint Sealing	2021 Joint & Crack sealing program	\$ 76,921.92
R J & J Enterprises	Sanitary sewer repair & storm replacement	\$ 39,186.00

****Check released for due date**

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

CITY MANAGER REPORT

DEPARTMENT HEAD REPORT – Building Official

CITIZENS COMMUNICATIONS (City related matters only.)

ORAL REPORTS OF THE MAYOR AND COUNCIL

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes
ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/18/2022

MOVED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

SUPPORTED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

RESOLVED, that the meeting be adjourned at _____ p.m.

YES: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

NO: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes

ABSTAINED: Duprey, Higgins, Kelsey, Ross, Salcido, Tobin, Mayor Karnes