

AGENDA
February 12, 2024
REGULAR COUNCIL MEETING
John A. Aloisi Council Chambers
1355 Southfield Rd., Lincoln Park MI
CITY COUNCIL MEETING – 7:00 P.M.

- I. Meeting called to order**
- II. Pledge of allegiance**
- III. Invocation**
- IV. Roll call**
- V. Mayor's remarks**
- VI. Consent Agenda**
 - a. Approve Minutes/Regular Meeting/January 22, 2024
 - b. Approve Accounts & Claims Payable
 - c. Approve Training/PD/Staff and Command
 - d. Approve Training/PD/Women in Command
 - e. Schedule Public Hearing/Dangerous Building Board
 - i. 1784 Euclid
 - ii. 1577 Electric
 - iii. 986 St. Johns
 - f. Set Special Meeting-Closed Session/re: Collective Bargaining
- VII. Action Items**
 - a. Extend Contract/EMS Transport/Lifeline
 - b. Award Bid/DSMI Water Service Material Investigation
 - c. Accept Grant/DDA Streets
- VIII. City manager's report – Interim Manager – Lisa Griggs**
- IX. Department Head report – Parks & Recreation Director**
- X. Citizen's 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 the Council, but Council may make referrals or request staff to follow up. There is a 5-minute time limit per person.
- XI. Oral reports of the Mayor and Council**
- XII. Adjourn**

MICHAEL HIGGINS, 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: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION

ROLL CALL

MAYOR'S REMARKS

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

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

- a. Approve Minutes/Regular Meeting/January 22, 2024
- b. Approve Accounts & Claims Payable
- c. Approve Training/PD/Staff and Command
- d. Approve Training/PD/Women in Command
- e. Schedule Public Hearing/Dangerous Building Board
 - i. 1784 Euclid
 - ii. 1577 Electric
 - iii. 986 St. Johns
- f. Set Special Meeting-Closed Session/re: Collective Bargaining

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

RESOLVED, that the minutes of the Regular Meeting held under the date of January 22, 2024 be approved as recorded.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

Lincoln Park, Michigan
January 22, 2024

REGULAR MEETING

The meeting was called to order at 7:00 p.m., Mayor Michael Higgins, presiding.

Pledge of Allegiance to the Flag

INVOCATION by Reverend Peter Moore of City of Hope Church

PRESENT: Councilpersons Jason Behr, Tracy Duprey, Lylian Ross, Carlos Salcido, and Eric Szor

ABSENT: Councilperson Maureen Tobin

ALSO PRESENT: Acting City Manager Lisa Griggs, City Attorney Ed Zelenak, and City Clerk Kerry Kehler

Mayor's remarks

Discussion – City Manager Search

RESOLUTION 2024-015 Approve Consent Agenda

By Councilwoman Duprey, supported by Councilwoman Ross

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/January 8, 2024
2. Approve Minutes/Study Session re: Brownfield Dev/January 8, 2024
3. Accept Minutes/Special Meeting/January 10, 2024/Manager Interviews
4. Approve Accounts & Claims Payable
5. Approve Sub Recipient/Blessed Hope Food Pantry
6. Reappointment/Housing Commission/Gilbert

Motion unanimously carried.

RESOLUTION 2024-016 Minutes/Regular Meeting/Jan 8, 2024

RESOLVED, that the minutes of the Regular Meeting held under the date of January 8, 2024 be approved as recorded.

Approved.

RESOLUTION 2024-017 Minutes/SS re: Brownfield Dev/Jan 8, 2024

RESOLVED, that the minutes of the Study Session re: Brownfield Development 2100 Southfield Rd. held under the date of January 8, 2024 be approved as recorded.

Approved.

RESOLUTION 2024-018 Minutes/Special/Jan 10, 2024/Manager Interviews

RESOLVED, that the minutes of the Closed Session re: City Manager Applications held under the date of January 10, 2024 be approved as recorded.

Approved.

RESOLUTION 2024-019 Approve Accounts & Claims Payable

RESOLVED, that the Accounts and Claims Payable as presented by the Director of Finance and Operations be approved as follows:

Warrant Report \$874,478.35

Approved.

RESOLUTION 2024-020 Sub Recipient/Blessed Hope Food Pantry

WHEREAS, the Mayor and Council approved the CDBG 2023/24 Fiscal Year budget on April 3, 2023 with an allocation for Blessed Hope Food Pantry of \$25,000.00.

RESOLVED, that the standard Sub Recipient Agreement dated July 1, 2023 between the City of Lincoln Park and Blessed Hope Food Pantry, is hereby approved with a budget allocation of \$25,000.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the city. Funds to come from 49th Program Year CDBG Budget Account Number 24949-75614 Blessed Hope Food Pantry.

Approved.

RESOLUTION 2024-021 Reappoint/Housing Commission /Gilbert

RESOLVED, that Gordon Gilbert, 1657 Riverbank, be and is hereby reappointed to the Housing Commission. Term to expire 12/31/2028.

Approved.

RESOLUTION 2024-022 Accept Settlement/Signoretti vs City of LP

By Councilman Behr, supported by Councilwoman Duprey

RESOLVED, that the Mayor and Council approve and accept the settlement in the case of Signoretti et al vs. City of Lincoln Park.

Motion unanimously carried.

RESOLUTION 2024-023 Reject Bids/25th District Court Doors

By Mayor Higgins, supported by Councilman Szor

BE IT RESOLVED, that the Mayor and City Council reject the bids received for the District Court ADA doors and place the project proposal out for bid in the 2024-25 budget year and increase the proposed budget and proposed appropriations for this project.

Motion unanimously carried.

RESOLUTION 2024-024 Award Bid/Fire Hoses

By Mayor Higgins, supported by Council President Salcido

RESOLVED, that Mayor and Council award the bid to purchase fire hose to Allied Fire Sales of Spring Lake, MI, as they are the lowest, best qualified bidder that meets all the Fire Department's specifications and needs.

BE IT FURTHER RESOLVED, \$21,500 of the funds shall come from CDBG Account #249-049-75504 and the remaining balance of \$5,815 shall come from Operational Account #101-340-757.

Motion unanimously carried.

RESOLUTION 2024-025 Renew Solid Waste Disposal/Riverview Landfill

By Mayor Higgins, supported by Councilwoman Ross

BE IT RESOLVED that the Mayor and City Council approve the contract renewal between the City of Lincoln Park and the City of Riverview Land Preserve for an additional three (3) years, until January 31, 2027, at the new contract rates.

BE IT FURTHER RESOLVED that the Mayor and City Clerk sign and execute the contract renewal documents.

Motion unanimously carried.

RESOLUTION 2024-026 Support/Harrison Bridge Reconstruction Grant

By Mayor Higgins, supported by Councilwoman Ross

RESOLVED, that the Mayor and Council approve the MDOT resolution of commitment and support for the local agency bridge investment program grant by reference.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign the agreement and that DPS Director John Kozuh be appointed as the designated representative to facilitate coordination of the Bundle Program.

Motion unanimously carried.

ACTING CITY MANAGER REPORT**DEPARTMENT HEAD REPORT- Building Official****CITIZEN COMMUNICATIONS****ORAL REPORTS OF THE MAYOR AND COUNCIL****RESOLUTION 2024-027 Adjournment**

By Council President Salcido, supported by Councilwoman Ross

RESOLVED, that the meeting be adjourned at 8:07 p.m.

Motion unanimously carried.

MICHAEL HIGGINS, MAYOR

KERRY A. KEHRER, CITY CLERK



CITY OF LINCOLN PARK

February, 12,2024

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

Subject: Approval of Accounts & Claims Payable

Background:

All purchases of goods or services are subject to approval by the Mayor and Council.

The proposed payments are for the dates of January 23, 2024, through February 12, 2024. A full listing of the entire Accounts & Claims payable has been provided to the Mayor and Council for review and approval.

Budget Impact:

The proposed items for payment are all budgeted in the Fiscal Year 2023/2024 Budget.

Recommendation:

It is recommended that the Mayor and Council adopt the attached resolution approving the Accounts & Claims Payable.

Respectfully Submitted,

Lisa Griggs
Director of Finance and Operations

Attached: Resolution
Accounts Payable Warrant Report

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 12, 2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

RESOLVED, that the Accounts and Claims Payable as presented by the Director of Finance and Operations be approved as follows:

Warrant Report \$ 1,616,548.81

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

AGENDA STATEMENT

To: Mayor Higgins and City Council

From: Chief of Police Scott Lavis

Subject: **Eastern Michigan Staff and Command School**

Date: January 25, 2024

cc: Interim City Manager, City Clerk and City Attorney

Purpose:

The Lincoln Park Police Department is requesting permission for Sergeant Sean Nicklas to attend "Staff and Command School" being offered by Eastern Michigan University in Ypsilanti, Michigan. The school is a nine-week course beginning the week of February 12, 2024.

Fiscal Impact:

The cost for the school is \$3,500.00 which includes class materials. Meals will be subject to the City travel policy. A Police Department vehicle will be used to commute daily. The funds will come from the Police Department's MCOLES Training Account 101-000-370PT. Attending this class will not cause a manpower shortage or any overtime.

Policy Changes:

N/A

Background:

N/A

Attachments:

Resolution, Cover Letter, and School Letter

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 12, 2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

RESOLVED, that Mayor and Council authorize Sergeant Sean Nicklas to attend the nine week "Staff and Command School" being offered by Eastern Michigan University in Ypsilanti, Michigan beginning the week of February 12, 2024. The cost of the school is \$3,500.00. 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.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins



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

January 25, 2024

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

Subject: Eastern Michigan University Staff and Command

What: The Lincoln Park Police Department is requesting permission to send Sgt. Sean Nicklas to Eastern Michigan's Staff and Command Executive Leadership Program. Eastern Michigan's Staff and Command is a nine-week course that starts the week of February 12, 2024. The class meets one week a month (Monday – Friday) and ends on Friday October 11, 2024. The 2024 program will again be housed at NOMADS Hangar at Detroit Metro Airport (10100 Middlebelt Road, Romulus).

Why: This program will challenge the officers with management situations, in class decisive decision-making scenarios and learning new techniques to control, direct and supervise personnel under their command. This nine-week course will provide the officers with the knowledge to develop a department budget and manage special project funding. They will also be instructed on Michigan Labor Laws and the responsibilities of management for Michigan Criminal and Civil Law.

Budget Impact: The cost of the class is \$3,500.00 which includes class material. The funds for the class will come from the department's MCOLES state funded account # 101-000-370PT. Sgt. Nicklas will take a department vehicle to the class and meals will be subject to the city travel policy. Attending this class will not cause a manpower shortage or any overtime.

Recommendation:

It is recommended that Mayor and Council adopt the resolution.

Respectfully submitted,

Scott Lavis
Chief of Police

Attachments:
Information from Eastern Michigan University



School of Police Staff & Command Executive Leadership Program

Center for Regional and National Security

Application for Class 41 – 2024

Application Requirements

1. Completed online application. Apply with this link: [School of Police Staff & Command 2024 Application](#)
2. Statement of interest from applicant and a basic CV / Resume (1 page each). Students must have a basic level of proficiency in Microsoft Office prior to attending class.
3. Letter of support from chief or their designee. If more than one applicant from a department is being recommended the chief or designee needs to identify applicants' priority.
4. Two-minute (maximum) introduction video of applicant answering these 3 questions:
 - Tell us about yourself professionally.
 - How will your participation in Staff & Command benefit your department or agency?
 - How will your participation benefit your Staff & Command class?

Important Dates

APPLICATIONS MUST BE RECEIVED BY SEPTEMBER 30, 2023, FOR PRIORITY CONSIDERATION.

- Advisory Board may conduct personal/phone interviews October/November 2023.
- Applicants will be notified by December 13, 2023, for consideration into the 2024 Police Staff & Command program.
- 2024 Police Staff & Command Registration Fee: \$3,500
- Agencies will be invoiced for the registration fee once the applicant has been accepted for the 2024 School of Police Staff & Command Session.

*NOTE: Fees for this course do not cover cost for undergraduate or graduate college credits. If you wish to receive college credit for this course current tuition and per-credit hour costs will apply.

Classes from the 2024 Police Staff & Command Session may be applied toward undergraduate or graduate level courses.

*Program Information, Registration and College Credit
Information contact
JillAnne Bauer: 734.645.7055 (cell) or 734.487.1590 or
jillanne.bauer@emich.edu*

Program Schedule

Staff & Command daily classes held at the Nomad Building, 10100 Middlebelt, Romulus, MI 48174

Site visits to other locations will be designated throughout the course.

Class hours Monday through Thursday 8:00 am to 4:30 pm and Friday 8:00 am- 4:00pm.

Orientation and Week 1 ~ February 12 – 16, 2024	Week 6 ~ July 8 – 12, 2024
Week 2 ~ March 11 – 15, 2024	Week 7 ~ August 5 – 9, 2024
Week 3 ~ April 8 – 12, 2024	Week 8 ~ September 9 – 13, 2024
Week 4 ~ May 6 – 10, 2024	Week 9 ~ October 7 – 11, 2024
Week 5 ~ June 10 – 14, 2024	Graduation – Friday, October 11 th

School of Police Staff & Command Executive Leadership Advisory Board

Director Todd Mutchler, Northville Township Police Department
Sheriff Mike Murphy, Livingston County Sheriff's Office
Executive Director Robert Stevenson, Michigan Association of Chiefs of Police
Deputy Director Daniel Pfannes, Michigan Sheriffs Association
Director Everett Robbins, Huron Township Department of Public Safety
Chief Vince Emrick, Adrian Police Department
Chief Nicole Ford, Midland Police Department
Chief Brett Coker, Tecumseh Police Department
Chief Scott Malace, Saginaw Township Police Department
Chief Brian Zalewski, Wyandotte Police Department
Deputy Chief Timmothy Unangst, Western Michigan University Police Department
Lieutenant Mike Murphy, Metro Police Authority of Genessee County
Dr. Mohamad Qatu, Dean, Eastern Michigan University
JillAnne Bauer, Program Director, Staff & Command

AGENDA STATEMENT

To: Mayor Higgins and City Council

From: Chief of Police Scott Lavis

Subject: **Women in Command, Excelling as a Female Leader Training**

Date: January 25, 2024

cc: Interim City Manager, City Clerk and City Attorney

Purpose:

The Lincoln Park Police Department is requesting permission to send Lieutenant Veronica Lyles to Women in Command, Excelling as a Female Leader training being held at Okemos Event Center in Okemos, Michigan. The training runs from April 10, 2024, through April 11, 2024.

Fiscal Impact:

The cost of the school is \$359.00 which includes class materials. A one-night hotel stay will be required due to the distance of the class. The cost for the hotel is \$103.00 per night. Meals will be reimbursed according to the City Travel Policy. A Police Department vehicle will be used to commute daily. The funds will come from the Police Department's MCOLES Training Account 101-000-370PT.

Policy Changes:

N/A

Background:

N/A

Attachments:

Resolution, Cover Letter, and Course Information

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 12, 2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

RESOLVED, that Mayor and Council authorize the Lincoln Police Department to send Lieutenant Veronica Lyles to Women in Command, Excelling as a Female Leader training being held at the Okemos Event Center in Okemos, MI. The training will be in session from April 10, 2024, through April 11, 2024. The cost of the school is \$359.00 which includes class materials. Due to the distance a hotel stay is required at a cost of \$103.00 per night. A Police Department vehicle will be used to commute daily. Meals will be subject to the City Travel Policy.

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

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins



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

January 25, 2024

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

Subject: Women in Command Training Course

What: The Lincoln Park Police Department is requesting permission to send Lieutenant Veronica Lyles to Women in Command, Excelling as a Female Leader training course. The two-day course offered by Calibre Press will be held April 10, 2024 – April 11, 2024, at the Okemos Event Center (2187 University Park Drive, Okemos MI).

Why: Being a female leader in a male-dominated profession has its own distinct set of challenges and leading in today's climate has created more obstacles than ever before. Female leaders have unique ideas, insight, and solutions that make them invaluable. The course will examine these qualities and offer tools to assist current and future women in command in implementing effective skills to inspire and motivate their staff with a focus on maintaining a professional, positive, and inspiring climate.

Budget Impact: The cost of the class is \$359.00 which includes class materials. The funds for the class will come from the department's MCOLES state funded account # 101-000-370PT. Because of the distance of the class, Lt. Lyles will be required to stay overnight. The Comfort Inn Okemos – East Lansing has provided the rate of \$103.00 per night for her stay. Lieutenant Lyles will take a department car to the class, and meals will be subject to the city travel policy.

Recommendation:

It is recommended that Mayor and Council adopt the resolution.

Respectfully submitted,

Scott Lavis
Chief of Police

Attachments:
Letter of Interest & Information from Calibre Press



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

MEMORANDUM

Chief Lavis,

Sir, with your permission, I would like to attend a 2-day conference in Lansing called "**Women in Command Excelling as Female Leaders.**" This conference is scheduled for April 10-11th.

Across the United States, females make up only 12% of officers and 3% of police leadership holding the ranks of Lieutenant and above. Being a female leader in a male dominated profession holds many different challenges for me. This conference would consist of a team of executive level females with an extensive amount of experience. This conference would be very beneficial to me in becoming a more effective leader for this department.

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Lyles".

Lieutenant Veronica Lyles

THIS TRAINING IS MCOLES APPROVED



WOMEN IN COMMAND

Excelling as Female Leaders

Hosted by the Michigan State Police

Located at Okemos Event Center
2187 University Park Drive, Okemos MI 48864

April 10 – 11, 2024 • 8:00 a.m. – 5:00 p.m.

Women in Command is an energetic and interactive two-day course conceived, constructed, and taught by successful female law enforcement executives.

Being a female leader in a male-dominated profession has its own distinct set of challenges and leading in today's climate has created more obstacles than ever before. Female leaders have unique ideas, insight, and solutions that make them invaluable. We will examine these qualities and offer tools to assist current and future women in command in implementing effective skills to inspire and motivate their staff with a focus on maintaining a professional, positive and inspiring climate.

This program will offer examples of the traits and skill sets of proven, successful leaders and accomplished agencies. This course features lively, engaging discussions in an open forum populated by current and future women law enforcement leaders. *This class is suitable for both sworn and non-sworn personnel.*

Course topics include:

- The Principles of Effective Leadership
- Leading in Today's Unique Climate
- Creating and Maintaining Effective Organizational Structure
- Leadership Qualities Unique to Women
- Learning from Successful Female Leaders
- Leading in a Male Dominated Profession
- Supervising other Females
- Building your Credibility
- Mentoring and Leading by Example
- Breaking Through the Glass Ceiling
- Self-Examination

REGISTER ONLINE @ calibrepress.com

Single Registration: \$359

Groups of 4+: \$329 per person (use discount code WIC30)

For more information or to register a larger group, please contact:

Maddie Arnold at madeline@calibrepress.com

PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

WHEREAS, the Hearing Board on Dangerous Buildings has made a finding and determination that the structure located at **1784 Euclid, Case #DBB 22-11**, is a dangerous building under Ordinance 1444, and issued its ORDER that the structure undergo a **public hearing** and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFOREBE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 11, 2024** at 7:00 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearings the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

WHEREAS, the Hearing Board on Dangerous Buildings has made a finding and determination that the structure located at **1577 Electric, Case #DBB 24-01**, is a dangerous building under Ordinance 1444, and issued its ORDER that the structure undergo a **public hearing** and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFOREBE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 11, 2024 at 7:00 p.m.** or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearings the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

WHEREAS, the Hearing Board on Dangerous Buildings has made a finding and determination that the structure located at **986 St. Johns, Case #DBB 23-09**, is a dangerous building under Ordinance 1444, and issued its ORDER that the structure undergo a **public hearing** and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFOREBE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 11, 2024 at 7:00 p.m.** or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearings the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

WHEREAS, the acting city manager has requested the Mayor and Council schedule a special meeting to adjourn to a closed-session to discuss collective bargaining.

BE IT RESOLVED, the Mayor and Council schedule a special meeting for February 26, 2024 at 6:00pm in the John A Aloisi Council Chambers, 1355 Southfield Rd., Lincoln Park, MI 48146 for the purpose of entering into a closed session to discuss collective bargaining.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins



City of Lincoln Park

FIRE DEPARTMENT



1355 Cleophus Parkway • Lincoln Park, Michigan 48146-9987 • (313) 381-1100

February 12th, 2024

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

Subject: 2-year extension for EMS transport service contract.

Background:

The Fire Department currently contracts transporting ambulance services with Lifeline Concord Ambulance, LLC, which was entered upon June 1st, 2021, and is set to expire on May 31st, 2024. After meeting with Lifeline management, both parties are satisfied with our current working arrangement and would like to extend the contract for 2 additional years.

Recommendations:

Lifeline Concord Ambulance has done an exceptional job and has met all expectations set forth by the prior agreement by the city. This agreement has been a positive mutual arrangement for the city, the fire department, and its citizens. It is beneficial for the city, the fire department, and the citizens to extend the agreement for emergency transportation services to Lifeline Concord Ambulance.

After careful review of the current contract, it is recommended that the Mayor and Council adopt the proposed resolution to extend the contract to Lifeline Concord, LLC.

Budget Impact:

The adoption of this resolution will not have an impact on the Fire Department budget.

Respectfully Submitted,

Michael Prinz,
Fire Chief

Attachments:

1. Current Contract
2. Fee Summary
3. Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/12/2024

MOVED: Duprey, Behr, Szor, Ross, Salcido, Tobin, Mayor Higgins
SUPPORTED: Duprey, Behr, Szor, Ross, Salcido, Tobin, Mayor Higgins

WHEREAS, the contract with Lifeline Ambulance to provide transporting services for the City of Lincoln Park is set to expire on May 31st, 2024 at 12:00 am, and

WHEREAS, there is an immediate need to secure transporting services to avoid any interruption in EMS services to the Citizens of Lincoln Park, and

WHEREAS, Lifeline Ambulance has agreed to extend the contract for transporting services with minimum increase to billing for transport services.

NOW, THEREFORE, BE IT RESOLVED that Lifeline Concord Ambulance, LLC be awarded an extension for EMS Transporting Ambulance Services for the City of Lincoln Park. The contract will commence at 12:01am on June 1st, 2024, at the termination of the current contract and run through May 31st, 2026 at 12:00 a.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



City of Lincoln Park

FIRE DEPARTMENT

1355 Cleophus Parkway • Lincoln Park, Michigan 48146-9987 • (313) 381-1100



Attachment

Transportation Fee Summary

Listed below is a breakdown in transportation costs per run turned in by the Lifeline Concord, LLC:

Lifeline Concord LLC

Basic Life Support (BLS) - \$610 with 1.7% yearly increase

Advanced Life Support (ALS) - \$725 with 2.2% yearly increase

Load Mile - \$15.80 with no yearly increase

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT (the “Agreement”) made and entered into this ____ day of February 2024 by and between the **CITY OF LINCOLN PARK**, a Michigan Municipal Corporation, hereinafter called the “City”, and Lifeline Concord, LLC with principal offices at 3737 Chase Ave. Skokie, IL 60076 hereinafter called. “LIFELINE AMBULANCE”.

WHEREAS, the City is desirous of insuring that adequate emergency transportation services are made available and provided for the citizens of Lincoln Park and for all persons who may be injured and in need of transporting ambulance service within the City of Lincoln Park, and

WHEREAS, Lifeline Ambulance represents that it is able to provide such service, and

WHEREAS, Lifeline Ambulance has done an exceptional job and has met all expectations set forth by prior agreement by the city, said agreement as having been a positive mutual arrangement for the city, the fire department and its citizens. It is beneficial for the city, the fire department and citizens to extend the agreement for emergency transportation services to Lifeline ambulance.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained,

IT IS AGREED AS FOLLOWS:

1. TERM / TERMINATION- The term of this Agreement shall commence at 12:01 a.m. on June 1st, 2024, and shall end at 12:00 a.m. May 31st, 2026; provided however, that either party may terminate this Agreement at any time during its term by giving not less than sixty (60) day notice in writing to the other party of its intention to so terminate.

- a) Notice – If to City: City of Lincoln Park: Fire Chief Michael Prinz, 1355 Cleophus, Lincoln Park, MI 48146**
- b) Notice – If to Lifeline Ambulance: Aaron Carignan, Director of Operations, 1340 John A Papalas Dr, Lincoln Park, MI 48146**

2. BID SPECIFICATIONS – Bid specifications for Ambulance Services 2021 are hereby incorporated by reference, and attached as Appendix A.

3. **SERVICE CHARGES** – A copy of the Service Charges for the years 2024-2026 is hereby incorporated by reference, and attached as appendix B.
4. **INDEMNIFICATION** – Lifeline Ambulance agrees to hold-harmless, defend and indemnify the City from any and all third party claims, suits, actions, damages and causes of action which might arise during the term of the Agreement for any personal injury, loss of life, and property damage sustained in the performance of the ambulance services resulting solely from Lifeline Ambulance's willful misconduct or negligent performance of its obligations under the Agreement and to defend any action or proceedings brought thereon, and from or against any orders, judgments and decrees as may be entered therein resulting solely from Lifeline Ambulance's willful misconduct or negligent performance of its obligations of the Agreement.
5. **GOVERNING LAWS** - This Agreement shall be governed by the laws of the State of Michigan as to interpretation, construction and performance.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement as of the day and year first above written.

In the presence of:

City of Lincoln Park, a Michigan
Municipal Corp.

Aaron Carignan

Director of Operations
Lifeline Concord, LLC

Michael Higgins, Mayor

Dated

Kerry Kehrer, City Clerk

Appendix A – Bid Specifications

1. Proposer agrees to comply with all local ordinances, state and federal laws, and state and federal rules, regulations and standards promulgated pursuant to law, including such ordinances, laws, rules, regulations, and standards which pertain to the licensing and regulation of ambulance services. All such ordinances, laws, rules, regulations, and standards are expressly made a part of this agreement.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

2. The proposer shall ensure all Dedicated Units are Type I or III Modular Units and shall be no more than five (5) years old. The vehicles and their maintenance logs shall be readily available for inspection, without prior notice. All Dedicated Unit's Shall be marked.
“City of Lincoln Park” and the Medic Unit Number. Any additional vehicles assigned to the City shall meet the requirements of all General laws pertaining to vehicles of emergency medical service.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

3. The proposer shall maintain and keep all the ambulances required by this agreement in good mechanical and operating condition. The vehicles must be inspected every ninety (90) days by a certified automobile mechanic to ensure that they are in proper mechanical condition and comply with all applicable safety regulations. Records of maintenance shall be furnished to the City upon request.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

4. As noted earlier in this document, the Proposer will provide and maintain electronic patient care reporting (E-PCR) hardware or software to the Lincoln Park Fire Department

to use on all mobile tablets while the contract is in effect. As such, the contractor will be responsible for:

- Assuring that the system is compatible with 911 center to allow for population of EMS reports.
- Training all Fire personnel in the use of the E-PCR system
- The purchase, care, and maintenance of the E-PCR system.
- Ensuring that the E-PCR system is compatible with regional and state reporting requirements and uploading of PCRs to the Michigan State Repository.

The Lincoln Park Fire Department currently uses ESO software for EPCR and Fire Incident reporting. The Fire Department prefers to maintain ESO for Patient Care Reports. Please indicate what software the Proposer currently uses.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification (please note EPCR software here):

5. The proposer shall ensure that upon the serious mechanical failure or incapacitation of a Dedicated Unit they shall replace the affected Dedicated Unit within two (2) hours of discovering the incapacitation of the Dedicated Unit.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

6. The proposer shall keep the Dedicated Units in heated garages or buildings, at all times, except when in response to a call, when strategically posted within the City, in the performance of repairs, or as may be reasonably necessary to do so. Vehicles shall be housed in the City at the Proposers expense and in compliance with all applicable laws, ordinances, and regulations.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

7. Proposer shall ensure vehicle compliance. The Dedicated Units and any back up units shall comply with all Federal, State, and local requirements, and shall be equipped so as to render all usual and necessary services incident to the transportation of those patients requiring ambulance services.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

8. Proposer shall, in the event that none of the Dedicated Units is available to receive a request for service, Proposer shall immediately dispatch back up ambulance service through a non-dedicated unit, which shall arrive in the City within five (5) minutes of being dispatched to the City. If no Units are available, the Proposer shall call their own mutual aid agency and notify central dispatch which agency will be responding and where the unit is responding from. The proposer will include a list of their mutual aid partners with this proposal.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

9. Proposer shall ensure The Dedicated Units and any back up units shall be equipped with all equipment required by Medical Control, the State of Michigan, and HEMS, and all personnel shall be appropriately trained to operate this equipment.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

10. The proposer shall supply a **non-dedicated** ambulance for all City-sponsored functions. City- Sponsored Functions may include but are not limited to parades, certain sporting events, holiday celebrations and City of Lincoln Park Events. All non-dedicated units when operating within the city limits, including private details, shall follow all normal "Dedicated Units" protocols while operating within the city limits. Furthermore, all dedicated units will respond to all Mutual Aid responses requested by the city, including EMS and Fire runs.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

11. The proposer shall ensure all personnel employed to staff the ambulance shall be certified in the appropriate level commensurate with their responsibilities: i.e., EMTP - Paramedic and EMT – Basic, as defined by the State of Michigan and Wayne County HEMS. Proposer shall also furnish the City at contract execution and upon request with a roster of currently employed personnel, regularly scheduled in the City EMS system, which shall include the following information on each employee: name, date of certification, license, and registry numbers. The City shall retain the right to verify these with the State of Michigan, Department of Health and Human Services.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

12. The Proposer shall ensure all personnel responding to calls in Lincoln Park shall maintain a professional appearance to include a neat, approved Proposer uniform and good grooming. Ambulance Service Employees shall conduct themselves in a professional manner at all times and shall show appropriate courtesy and respect towards all the people they come in contact with. Any employee of Proposer who demonstrates a consistent poor attitude or pattern of personal conflict with anyone while on duty in the City shall be immediately reassigned to another location by Proposer, at the written request of the Fire Chief or the Chief of Police.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

13. The proposer shall acknowledge the City of Lincoln Park's Fire and Police Departments' designees right to approve or disapprove a person for work in the City EMS Service. Upon the reasonable determination that an employee is unwilling to follow direction from the Fire Department, or presents a potential threat to public safety, the city can request that a person be removed with or without cause from the EMS Service. Prior to removal of any employee, the parties may meet to discuss the employee and to develop appropriate corrective action to avoid similar and future problems.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

14. The Proposer shall ensure that no charge shall be made to any patient for the cost of providing service at those times where patient care is not provided, or where BLS Level services are provided but the patient refuses transport. This would include the following examples: calls where the Proposer is requested to stand-by as a precautionary measure, where the patient refuses services for any other reason as may occur during the term of the contract. Proposer reserves the right to bill patients for any ALS-level services that are rendered to a patient who accepts or requests service or when consent is implied and said patient then refuses or is unable to be transported to the hospital.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

15. The Proposer shall be responsible for billing patients and/or a patient's third-party payor. The Proposer acknowledges that in no event shall the City be responsible for any charges that the Proposer is, for any reason, unable to collect for the emergency services provided under this agreement.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

16. The Proposer shall acknowledge there will be no service fee charged to the City of Lincoln Park for services.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

17. The Proposer shall reimburse the City of Lincoln Park, Michigan, for services provided by the City's dispatch center (Downriver Central Dispatch) that are related directly to the emergency medical service provided. The annual remittance will equal fifty percent (50%) of the actual costs the City of Lincoln Park incurs to provide the emergency medical services dispatch services. This annual remittance will be paid in four (4) quarterly installments to the City in coordination with Downriver Central Dispatch's billing cycle.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

18. The proposer shall equip all dedicated units with a "stair chair", designed to move patients on stairs or tight areas, made by an industry recognized manufacturer and shall utilize such devices when permitted by applicable medical protocols.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

19. The proposer shall ensure sufficient staffing levels of qualified Ambulance Services are kept and that those levels shall be maintained to ensure response times and required paramedic levels are met. The Proposer shall always also provide for adequate supervision of personnel and operations. Additional full and or part-time staff shall be acquired as may always be necessary to ensure the smooth operation of EMS.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

20. Proposer shall replace, on a one-for-one basis, those expendable medical supplies used by City first responders at an emergency scene. A list of the most commonly used supplies has been included herein as "Appendix A". This list may be modified from time to time as mutually agreed upon by the parties in writing. It is the Ambulance Service's responsibility to provide supplies in the ambulance in accordance with local, state, and federal standards, regulations, and requirements. The Ambulance Service shall, at no cost to the City, replace any medical equipment and supplies used by the City's own ambulance after making a transport.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

21. The proposer shall accept and dispose of medical waste generated at an emergency scene by the City's Fire and Police Departments, including sharps containers.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

22. The proposer shall provide rehab services and EMS Standby coverage on all working fires within the city limits or Mutual Aid jurisdictions, and any large-scale incidents as requested by the Incident Commander.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

23. The proposer shall equip all Dedicated Units with mobile devices used to assist in up-to-date call information. Such devices would include, for example, mobile phones or iPads capable of linking to the Lincoln Park Fire Department Bryx system to receive important call data and cross streets. Dedicated Units will be always linked to the LPFD Bryx 911 system to ensure accurate dispatching information.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

24. Proposer shall, at the direction of the City, Fire Department, or Downriver Dispatch Center, respond to all calls for service, and shall provide the level of medical care reasonably warranted by the patient's condition and in accordance with applicable treatment protocols

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

25. The proposer shall ensure that all units assigned to the City of Lincoln Park shall not respond outside the City except in cases of emergency, and when appropriate coverage has been dispatched to replace the unit being called outside the City.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

26. The proposer shall develop a Deployment plan to facilitate compliance in the Response Time Standard that is acceptable to the Fire Chief. The Deployment Plan shall include posting of units and area coverage when a base is left unattended.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

27. Proposer shall ensure that in accordance applicable protocol upon arriving on scene EMS Units shall not leave the incident scene unless the Proposer's personnel are released by the Fire Department Incident Commander.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

28. Proposer shall maintain a social media policy for their employees. That policy must be submitted with this proposal.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

29. Proposer shall use its best efforts to arrive at the Destination within six (8) minutes following Dispatch, 90 % of the time calculated each calendar month. For purposes of the foregoing, a "Dispatch" shall be deemed to have occurred when a Central Dispatch call is made, or Bryx notification is received. Units Responding shall acknowledge receipt of all information required to respond, as specified in the applicable dispatch protocols, to the address or other location specified by the Dispatch Center. Downriver Central Dispatch CAD Data shall be utilized in the calculations of run time standards.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

30. Proposer shall follow the Response Time Exceptions Rules listed below:

In determining whether Proposer has met the Response Time Standard for each call during any calendar month, calls which fail to meet the applicable Response Time Standard for reasons beyond Proposer's reasonable control, including but not necessarily limited to the following reasons, shall be excluded from the compliance calculation:

- The ambulance is blocked or impeded by a train, slow or impassable traffic or other impediment beyond Proposer's reasonable control.
- The City or Downriver Central Dispatch Center provides inaccurate or incorrect information regarding the Destination.
- Incidents requiring multiple responses, wherein only the response time for the first arriving ambulance must be counted.
- The Destination is outside the City.
- Inclement weather, including but not limited to snow, dense fog or severe rain; or any "Act of God" creating a severe weather condition.
- The system is experiencing extraordinary demand for the time-period in question.
- The Destination is determined to be off-road.
- The Destination is:
 - ❖ A facility with multiple buildings.
 - ❖ A location requiring an escort onto the grounds.
 - ❖ A facility where access is only permissible through a specific entrance.
 - ❖ A Destination where the conditions are such that the public safety or the safety of the EMS crews is endangered.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

31. Disclosure of Fee schedule:

The Proposer shall submit as part of this proposal its full and complete rate schedule for all services and charges. The Proposer shall be entitled to charge patients for the services rendered according to the patient fee schedules included.

and proposed by the Ambulance Service as part of this procurement process. The proposed rate schedule shall be in effect for the initial 12 months of operations and shall not be increased during this timeframe. All emergency transport rates shall be based on the patient condition, or the services rendered.

Rate Increases:

The Ambulance Service may request a rate increase after the initial 12 months of operations and base this request on market factors, collection rates, and inflationary impacts in the City of Lincoln Park and surrounding area. Requests for rate increases are to be made in writing to the city. The City shall investigate the situation and make a determination. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the contractor request more than one rate increase within any consecutive 12-month period.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

32. Upon the execution of this Agreement, the Proposer shall present to the City, and maintain at all times, a performance bond in the amount of Twenty-Five Thousand (\$25,000.00) Dollars, conditioned upon the full performance of its obligations under this agreement.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

33. The Proposer shall procure and maintain, at all times as part of all of its insurance policies, a certificate of insurance and each of the aforementioned policies shall contain a clause whereby the City, as certified holder, is notified in writing at least thirty days (30) prior to any material change, expiration, or cancellation in said policy. The City shall be named as an additional insurer on the bidder's general liability insurance and, with respect to the operations performed for the City by the bidder, on the bidder's automobile liability insurance.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

34. Insurance: The Proposer further agrees to secure and maintain, at all times, the following insurance coverage at its sole expense (the bidder shall file with the City, upon the execution of the Agreement, Certificates which are in full compliance with the Agreement):

- The City, its agents, employees, and elected officials shall be listed as additional, named insured on all policies listed below (except for workers' compensation insurance). The following insurance coverage shall be maintained at all times by the Proposer.
- The Proposer's workers' compensation insurance shall comply with Michigan statutory limits and employers' liability insurance with limits of Three Hundred Thousand (\$300,000.00) Dollars each accident.
- The Proposer's comprehensive general liability insurance of One Million (\$1,000,000.00) Dollars combined single limit for bodily injury, personal injury and property damage each occurrence, including contractual liability covered in paragraph 18.
- The Proposer's comprehensive general automobile liability insurance, the Michigan No-Fault benefits coverage, and property damage for each occurrence; and Three Hundred Thousand (\$300,000.00) Dollars excess liability bodily injury and property damage combined each occurrence.
- The City shall be named as an additional insured on the Proposer's general liability insurance and, with respect to the operations performed for the City by the bidder, on the bidder's automobile liability insurance.

Agree: X _____ Modified: _____ Do Not Agree: _____

Modification:

Appendix B – Bid Sheet

	1 st Year	2 nd Year
Basic Life Support	\$610.00	\$620.00
Advanced Life Support	\$725.00	\$740.00
Load Fee (if applicable)	N/A	N/A
Per Load Mile Emergency	\$15.80	\$15.80
Per Load Mile Non-emerg.	\$15.80	\$15.80

Provide number of years' experience in the Downriver area: 20+ Years (Concord EMS)

Company Name

Authorizing Signature

Address

Name & Title (Print)

City/State/Zip



Lincoln Park
MICHIGAN
Department of Public Services
& Engineering
500 Southfield Rd.
Lincoln Park, MI 48146
(313) 386-9000

February 12, 2024

Honorable Mayor and City Councilors
City of Lincoln Park
Lincoln Park, Michigan 48146

Subject: Recommendation of Award for DSMI Water Service Material Investigation Contract

Background: On January 24, 2024, the City of Lincoln Park opened three (3) bids that were received for the DSMI Water Service Material Investigation Project. The project involves the investigation of the water service material in three (3) locations for (377) random house addresses as required by EGLE. Bids received are as follows:

Super Construction, LLC	\$248,200.00
Dukes DBM Underground Infrastructure Services	\$347,364.00
M.L. Chartier Excavating, Inc.	\$356,563.70

Based on the outcome of bids and the contractor's experience with similar projects, it is recommended that the City of Lincoln Park award the project to Super Construction, LLC.

Fiscal Impact: The project cost plus a 10% contingency per the requirements of the DWAM program, comes to a total cost of \$273,020.00 covered under the EGLE DSMI grant.

Recommendation: It is recommended that the Mayor and City Council award the DSMI Water Service Material Investigation Contract to Super Construction, LLC.

Respectfully Submitted,
John Kozuh, DPS Director

Attachments: Resolution, Hennessey Recommendation

cc: Lisa Griggs, Finance Director
Kerry Kehrer, City Clerk
Jessica Martin, Deputy Clerk
Jim Hollandsworth, HEI

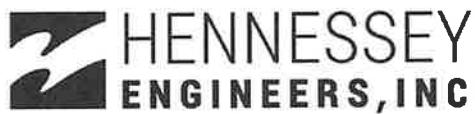
**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

BE IT RESOLVED, that the Mayor and City Council award the award the DSMI Water Service Material Investigation Contract to Super Construction, LLC. The total cost of the project is \$273,020.00, this includes the 10% contingency and is covered under the DSMI grant.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins



January 24, 2024

Mr. John Kozuh, Director of Public Services
City of Lincoln Park
500 Southfield Road
Lincoln Park, Michigan 48146

**Re: DSMI Water Services Material Investigation
AMP / DSMI (EGLE No. DW-080)
Recommendation of Contract Award
City of Lincoln Park
Hennessey Project No. 71171**

Dear Mr. Kozuh:

As you are aware, the City of Lincoln Park opened bids on Wednesday, January 24, 2024, for the above referenced project. All of this work in this project is covered under the EGLE DSMI grant. The City will be reimbursed for all costs associated with this project. The City received bids from three (3) of the fourteen (14) contractors that picked up contract documents. Please note, some of the contracts that picked up plans were subcontractors that would perform work for the general contractor companies. Listed below are the results of the tabulation.

Our office has reviewed the three (3) bids received and Super Construction LLC. of Bay City, Michigan is the lowest bidder with a bid of \$248,200.00 to complete the work under this Contract. In summary, bids received were as follows:

	As Read	Actual
• Super Construction LLC.	\$248,200.00	
• Dukes DBM Underground Infrastructure Services	\$347,364.00	
• M.L Chartier Excavating Inc.	\$356,563.70	

This project involves investigation of the water service material in three (3) locations for (377) random house addresses as required by EGLE. Super Construction LLC. is a very reputable company specializing in underground water and sewer projects and has successfully completed numerous programs involving similar work for communities throughout Southeast Michigan in which Hennessey has administered the contract, including the City of Hamtramck 2023 DSMI project.

Therefore, based on the outcome of the bids and the contractor's experience with similar projects, it is our recommendation to award the **DSMI Water Service Material Investigation** to Super Construction LLC. of Bay City, Michigan in the amount of **\$273,020.00**.

**Re: DSMI Water Services Material Investigation
AMP / DSMI (EGLE No. DW-080)
Recommendation of Contract Award
City of Lincoln Park
Hennessey Project No. 71171**

Page: 2

This amount includes a ten (10) percent contingency per the requirements of the DWAM program.

If you have any questions, please do not hesitate to contact me.

Sincerely,

HENNESSEY ENGINEERS, INC



James D. Hollandsworth, P.E., P.S.
Project Manager

cc: Lisa Griggs, Finance Director, City of Lincoln Park
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.
Luke Super, Super Construction, Inc.

File B.3

R:\Municipalities\70000's Lincoln Park\71171's\71171 2024 DSMI Water Services Material
Investigation\Corrspondence\Recommendation of Tentative Award - 2024 DSMI.docx

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 01/22/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

RESOLVED, that the Mayor and Council approve the MDOT contract (#24-5064) for a legislative earmark grant to repair 7 roadways in the downtown area by reference.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign the agreement and that DPS Director John Kozuh be appointed as the designated representative to facilitate coordination of the Earmark Program.

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF LINCOLN PARK
CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the CITY OF LINCOLN PARK (AGENCY) of 1355 Southfield Road, Lincoln Park, MI 48146 in accordance with 2023 Public Act 119, effective August 1, 2023, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Representative Tullio Liberati.

The EARMARK is to be expended on approved projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in 2023 Public Act 119, and as provided herein. No funds may be expended prior to the effective date of this act, unless approved by the State Budget Office, and no expenditures shall be reimbursed outside of the PROJECT purpose. All funds shall be expended by September 30, 2028, any unspent funds will be returned to the state treasury at that time. An extension may be granted by the State Budget Office. This Contract must be executed by June 1, 2024 or the grant funds will be returned to the state treasury.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of roadway reconstruction along seven blocks of road in the Lincoln Park downtown area north of Southfield Road, east of Fort Park Boulevard and west of Fort Street, and includes Hanford Avenue, Keppen Boulevard, Russell Avenue, Euclid Street, O'Connor Avenue, Warwick Avenue, and Arlington Avenue (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.

2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed \$1,400,000. The AGENCY will be responsible for all costs in excess of the funds shown above.
3. The AGENCY must request payment by submitting a Request for Payment Form (Exhibit A) and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT annually and upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

4. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
5. Ensure that any unspent or misused above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
6. For auditing processes, all records, including executed contracts, are to be maintained for seven years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice. The AGENCY shall respond to all reasonable information requests from MDOT related to PROJECT expenditures and retain PROJECT records for a period of not less than 7 years, and the PROJECT may be subject to monitoring, site visits, and audits as determined by MDOT.
7. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
8. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.

MDOT will:

9. Make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

<u>Milestones</u>		
Receipt of Exhibit A (Initial Payment)	\$700,000	50%
Initial Payment has been fully expended (Final Payment)	\$700,000	50%
<u>Total</u>	<u>\$1,400,000</u>	<u>100%</u>

10. May conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).
12. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.

15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.
16. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
17. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
18. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
19. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

20. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF LINCOLN PARK

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
for Title: Department Director



REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT	
ESTIMATED PROJECT BUDGET	
SPONSOR NAME	
AMOUNT OF PAYMENT REQUEST	

CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME AND TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL ADDRESS	PHONE NUMBER	DATE
AGENCY ADDRESS			
VENDOR NUMBER IN SIGMA VSS (<i>If known</i>)			
<input type="checkbox"/> INITIAL PAYMENT <input type="checkbox"/> FINAL PAYMENT - If the initial 50% of the payment has been fully expended, initial here _____. <input type="checkbox"/> TIME EXTENSION (<i>Requested SBO approval, if applicable</i>)			

FOR MDOT USE ONLY

RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST

DATE

PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B
LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT <i>(Total original grant amount minus the total eligible costs.)</i>	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL	PHONE NUMBER	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
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COPIES: MDOT Transportation Service Center and MDOT Contract Services Division.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

1/22/CITY MANAGER REPORT

DEPARTMENT HEAD REPORT – Parks and Recreation Director

CITIZENS COMMUNICATIONS (City related matters only.)

ORAL REPORTS OF THE MAYOR AND COUNCIL

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/12/2024

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

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

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins