



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
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DETROIT, MICHIGAN 48226
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WWW.DETROITMI.GOV

October 26, 2021

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the Harbors and Docks – Mooring Construction Grant

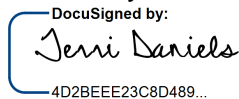
The Michigan Department of Natural Resources has awarded the City of Detroit General Services Department with the Harbors and Docks – Mooring Construction Grant for a total of \$300,000.00. The State share is 50 percent or \$300,000.00 of the approved amount, and there is a required cash match of 50 percent or \$300,000.00. The total project cost is \$600,000.00.

The objective of the grant is to make improvements to the Erma Henderson Marina in order to increase recreation opportunities and access to the City's waterfront. The funding allotted to the department will be utilized to provide engineering and construction services for the replacement of approximately 200 feet of seawall at the Erma Henderson Marina. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20999, with the match amount coming from appropriation number 20314.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:

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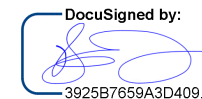
Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

42C91AA10FE84AD...

Office of Budget

DocuSigned by:

3925B7659A3D409...

Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the General Services Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Natural Resources, in the amount of \$300,000.00, to make improvements to the Erma Henderson Marina in order to increase recreation opportunities and access to the City's waterfront; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20999, in the amount of \$600,000.00, which includes a cash match coming from Appropriation 20314, for the Harbors and Docks – Mooring Construction Grant.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



DANIEL EICHINGER
DIRECTOR

October 21, 2021

Ms. Donna Miller
City of Detroit
<millerdo@detroitmi.gov>

Dear Ms. Miller:

Attached is a copy of the Harbors and Docks – Mooring Construction Agreement between the City of Detroit and the Department of Natural Resources (DNR), as well as a Resolution for adoption by the City of Detroit authorizing execution of the Agreement.

Please have both, a copy of the Agreement (do not date the first page) and the Resolution signed as appropriate. All original copies should be returned to my attention. The Agreement will be signed and dated by the DNR, and a fully executed copy will be returned for your files.

If you have any questions, please contact me at PetersenP@michigan.gov.

Sincerely,

A handwritten signature in cursive script that reads "Paul R. Petersen".

Paul R. Petersen
Waterways Grant Program Manager
Parks and Recreation Division
517-284-6122

Enclosures

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2021, between the City of Detroit, WAYNE COUNTY, MICHIGAN (the "City") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the City has asked that the Department assist the City with engineering and construction services for the replacement of approximately 200 feet of seawall at the Erma Henderson Marina (82-202) (the "Facilities");

WHEREAS, the City has passed a resolution accepting the terms of the Agreement, which resolution shall address the items of concern contained in the sample resolution included in this Agreement; and

WHEREAS, the Department is willing to assist the City to construct the facilities, which are estimated to cost Six Hundred Thousand dollars (\$600,000.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Three Hundred Thousand dollars (\$300,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the City a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Three Hundred Thousand dollars (\$300,000.00). The words "plans and specifications" shall mean the plans and specifications developed for the City for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:
Acceptance by the City of this Agreement, written
Department approval of final plans and specifications

(bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and City, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the City or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the City.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The City shall:

(a) appropriate the sum of Six Hundred Thousand dollars (\$600,000.00) for the project, which represents one hundred (100) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the City.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The City shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The City shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The City shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the City has failed to correct any safety issues, the Department will have the necessary work completed and the City shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the City shall:

(a) establish or assign a competent and proper agency of the City to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the City shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The City shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the City for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The City shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the City.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the City and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The City shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as years from latest grant award. The City may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The City shall comply with all State and Federal statutes applicable to the facilities.

6. The City must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The City must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the Facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of the Facilities by the City for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the City and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the City shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The City agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The City represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the City without the Department's prior written approval.

13. Any failure by the City to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the [local unit of government]. The [local unit of government] has a right and an obligation to cure, and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary

goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the City shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over City property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the City, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the City shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over City property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the City shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the City a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the Facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

CITY OF DETROIT

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

SAMPLE RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the City of Detroit, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Three Hundred Thousand dollars (\$300,000.00) to match the Three Hundred Thousand dollars (\$300,000.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I, _____, Clerk of the City of Detroit, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the City Board at a meeting held _____, 2021.

Dated: _____

City Clerk

COMMENT HISTORY



Please DocuSign: 47_PUB-MDNR Waterways/Erma Henderson Marina Seawall Construction FY 2021

Sender:	Bashar Dimitry
Envelope Id:	b8ec7641-4d3e-4910-aa6a-a2b145aca7ef
Time Zone:	(UTC-05:00) Eastern Time (US & Canada)
Date Sent:	10/26/2021 5:17:32 PM
Date Completed:	12/10/2021 1:33:20 PM

Private: macklinm@detroitmi.gov, tollivert@detroitmi.gov

Melva Macklin -10/27/2021 | 4:22:09 PM
macklinm@detroitmi.gov

This is a new grant (Harbors & Docks - Mooring Construction Grant) for \$300,000 awarded to GSD by the Michigan Department of Natural Resources. There is a cash match of \$300,000 that will be provided from appropriation # 20314 (COD Cultural Facilities GO Bond Projects), which has an available balance of \$322,480. There is an Agreement on file with details of the grant. If approval to accept is granted, appropriation 20999 will be used to set up the grant.