

VILLAGE OF DECATUR  
PARKS & RECREATION  
COMMITTEE MEETING  
AGENDA

Monday  
May 15, 2023



VILLAGE OF DECATUR  
PARKS & RECREATION COMMITTEE MEETING  
MONDAY, May 15, 2023 – 4:30PM  
Village Hall – 114 N. Phelps Street, Decatur, MI 49045

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4:30PM PARKS & RECREATION COMMITTEE MEETING (Action to be taken by PRC on the following agenda items)

**Note: Please be courteous and turn off cell phones during the meeting.**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL (Excused Absences if Any)**

4. **PUBLIC COMMENT**

5. **APPROVAL OF CONSENT AGENDA ITEMS**

5A.1 – Approval of the Regular Meeting Agenda for May 15, 2023

5A.2 – Approval of the Regular Meeting Minutes for March 20, 2023

6. **COMMUNICATIONS – PRESENTATIONS & GUEST**

6A.1 –Katie Vanderhulst, Abonmarche, submitted on April 28, 2023, the MEDC Public Gathering Spaces Initiative grant for Bathrooms/Concession Stand Project. Funding results will be available in July 2023.

7. **UNFINISHED BUSINESS**

7A.1 – Discuss potential location for a Dog Park

7A.2 – Update on Pickleball Courts at Fire Station Park

8. **NEW BUSINESS**

8A.1 –Round 2 DNR Spark Grant for Red Wolfe Park Improvements Project

8A.2 – Grind Rail replacement at Skate Park

9. **PUBLIC COMMENTS- SECOND OPPORTUNITY**

10. **PARKS & RECREATION COMMITTEE MEMBER COMMENTS**

11. **ADJOURNMENT**

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## **PLEASE NOTE**

### AUDIENCE PARTICIPATION:

In addition to addressing the PRC during public hearings and under “Public Comment,” members of the audience may address the PRC- please limit your comments to three minutes or less per item. Please step up to the Podium and state your name and address.

The proposed process for items listed under agenda items above shall be as follows:

1. Announcement of the agenda item by the Chairperson.
  2. Verbal report provided by staff.
  3. Chairperson asks PRC members if they have any questions for staff to clarify the staff report.
  4. Motion is made by a PRC member and seconded by another PRC member.
  5. Chair then calls on PRC members to discuss the motion if PRC members wish to discuss.
  6. Chair calls for a vote on the item after discussion has occurred.
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Village of Decatur  
Parks & Recreation Committee Meeting Minutes  
Monday, March 20, 2023, at 4:30 P.M  
Village Hall, 114 N. Phelps Street  
Decatur, MI 49045

I. **Call to Order**

Chairperson Pelfrey called the meeting to order at 4:30 p.m.

II. **Pledge of Allegiance**

III. **Roll Call**

Jessica Pelfrey- Chairperson, Janice Benson, Charlene Jackson (excused), Nicky Fassett, Kande Hawks, Shantel Pentland- Administrative Assistant, Megan Duncan- Clerk/Treasurer (excused), Christopher Tapper- Village Manager (excused), Katie Vanderhulst- Business Development Specialist from Abonmarche

IV. **Public Comment**

None

V. **Approval of Consent Agenda Items**

5A.1 – Fassett offered a motion to approve the consent agenda for March 20, 2023, with support from Benson, carried unanimously 5-0.

5A.2 – Fassett offered a motion to approve the regular meeting minutes for February 20, 2023, with support from Benson, carried unanimously 5-0.

VI. **Communications- Presentations & Guest**

Katie Vanderhulst from Abonmarche was present to provide information and feedback on business items.

VII. **Unfinished Business**

7A.1 – Vanderhulst will be beginning the CDBG application in the next week, and will provide staff with direction on items needed to create a strong application. Deadline: April 15, 2023

7A.2 – An updated construction plan was presented, which included an additional \$10,000 to be used for cupboards and counters in the concession building. Adjusted estimate: \$245,000

7A.3 – Discussion regarding the lack of parks in eastern Village limits was continued. If a location could be established, the committee would like to see installation of a dog park. Currently, there is no Village-owned property that would suffice. Staff will continue to look for potential parcels that may support a new dog park.

7A.4 – The Committee discussed future updates to the Fire Station Park, members were in agreeance that this location would be ideal for a Pickleball court. Proposed upgrades for this park would consist of resurfacing the existing tennis courts to allow to approximately 4 Pickleball courts, creating a large parking lot with accessible parking, possible fence installation, a play structure, outdoor entertainment such as life-size chess or checkers, and possible improvements to the existing restrooms and pavilion. Vanderhulst will provide the Committee with a draft site plan at next months meeting.

VIII. **New Business**

8A.1 – Vanderhulst discussed the parking lot paving at Red Woolfe Park has been postponed to 2024 due to current construction occurring on Pine St. by Wightman.

IX. **Public Comment- Second Opportunity**

None

X. **Parks & Committee Member Comments**

Pentland inquired about the recent Spart Grant application. Vanderhulst shared that feedback had not been received yet. Once feedback has been provided the application will be updated and resubmitted for the second round of funding, which should occur mid-summer 2023.

XI. **Adjournment**

Hawks offered a motion with support from Benson to adjourn the meeting at 5:02pm, motion approved 5-0.

Minutes submitted by: Shantel Pentland, Administrative Assistant

# MEMORANDUM

DATE: January 30, 2023

TO: Village of Decatur

FROM: Katie Vanderhulst

**RE: Village of Decatur  
Red Woolfe Park Restroom/Concession Stand Estimate**

## Project Background

We understand the Village of Decatur has decided to move forward with planning the reconstruction of the restrooms and concession stand building at Red Woolfe Park. The Village has requested that Abonmarche prepare a preliminary estimate and delineate scope of work for this project.

## Preliminary Estimate Overview

To reconstruct the restrooms and concession stand building, Abonmarche is proposing the following;

1. *Size of Building:* 500 sf
  - Two (2) restrooms each with three (3) toilets and two (2) sinks
  - Each restroom to be 16" X 9'
  - Concession stand to be approx. 16" X 9'
2. *Scope of Work:*
  - Simple uninsulated CMU building with wood trusses and concrete slab floor
  - CMU walls to be painted
  - Ceiling to be water/mold resistant drywall
  - Flooring to be epoxy coated
  - Fixtures to be standard porcelain commercial type
  - Roofing to be standard asphalt shingles with PVC or metal trim and soffit
  - Doors to be aluminum along with an aluminum roll-up door at the concession window opening
3. *Exclusions:*
  - Site work (ADA accessible paths leading to restrooms and concession stand building) is not included in this estimate. ADA accessible paths are currently included in the improvements planned for the overall Park.
  - Water and sewer connection is not included in estimate.
4. *Project Cost:* \$235,000 (includes fees & contingency, interior improvements, and accounts for projected cost increase).



Village of Decatur  
114 N Phelps Street  
Decatur, MI 49045

## MEMORANDUM

TO: Parks and Recreation Committee  
FROM: Megan Duncan, Clerk/Treasurer  
REVIEWED BY: Christopher Tapper, Village Manager  
DATE: May 15, 2023  
SUBJECT: Request to discuss a potential location for a dog park.

### Action Requested:

It is requested that the Parks and Recreation Committee discuss a potential location for a dog park.

### Background:

Dog Parks are becoming more and more popular in communities. It allows exercise and off leash play in a controlled environment for our four-legged friends under the supervision of their owners. It also provides another opportunity for the community to socialize and get some fresh air. The Parks and Recreation Committee will need to start planning, including but not limited to site plans and cost estimates, and discuss grant opportunities for 2024 (USDA and DNR).

### Attachment(s):

None



Village of Decatur  
114 N Phelps Street  
Decatur, MI 49045

## MEMORANDUM

TO: Parks and Recreation Committee  
FROM: Megan Duncan, Clerk/Treasurer  
REVIEWED BY: Christopher Tapper, Village Manager  
DATE: May 15, 2023

SUBJECT: Request to review the Pickleball Courts at Fire Station Park site plan and cost estimate.

### Action Requested:

It is requested that the Parks and Recreation Committee review the Pickleball Courts at Fire Station Park site plan and cost estimates.

### Background:

The Parks and Recreation Committee discussed future updates to the Fire Station Park, at the March 20<sup>th</sup> meeting. Members agreed that this location would be ideal for a Pickleball court. Proposed upgrades for this park would consist of resurfacing the existing tennis courts to allow to approximately 4 Pickleball courts, creating a large parking lot with accessible parking, possible fence installation, a play structure, outdoor entertainment such as life-size chess or checkers, and possible improvements to the existing restrooms and pavilion.

### Attachment(s):

Site plan for Fire Station Park





Village of Decatur  
114 N Phelps Street  
Decatur, MI 49045

## MEMORANDUM

TO: Parks and Recreation Committee  
FROM: Megan Duncan, Clerk/Treasurer  
REVIEWED BY: Christopher Tapper, Village Manager  
DATE: May 15, 2023  
  
SUBJECT: Request to discuss Round 2 DNR Spark grant for Red Woolfe Park Improvements Project

### Action Requested:

It is requested that the Parks and Recreation Committee discuss round 2 DNR Spark grant for Red Woolfe Park Improvements Project.

### Background:

Katie Vanderhulst, Abonmarche, on behalf of the Parks and Recreation Committee, applied for the DNR Spark grant in December 2022. The DNR Spark grant would allow for the Village of Decatur to do an Improvement Project for Red Woolfe Park. The Village of Decatur was not selected as a recipient in round 1. The Village of Decatur can apply again for round 2 that is due June 26, 2023. The application needs improvements before submission by the June 26<sup>th</sup> deadline.

### Attachment(s):

Spark Application Score

<b>Scoring Categories</b>	<b>Max Points</b>	<b>Scored Points</b>
Public Benefit & Anticipated Outcomes	24	20
Access to Project Site	17	14
Financial & Social Considerations	19	12
Clarity of Scope & Ability to Execute	14	8
Access to New Opportunities for People of All Abilities	15	8
New Construction, Renovation, and Future Maintenance	11	5
Total:	100	67

<b>Tiers</b>	<b>Score Range</b>	<b>Number of Apps</b>	<b>Cumulative</b>	<b>Total Request</b>	<b>Cumulative</b>
Tier 1	Funded	21	21	\$14,178,900.00	\$14,178,900.00
Tier 2	83-89	10	31	\$4,804,600.00	\$18,983,500.00
Tier 3	80-82	20	51	\$11,729,600.00	\$30,713,100.00
Tier 4	77-79	39	90	\$27,618,200.00	\$58,331,300.00
Tier 5	74-76	45	135	\$28,802,100.00	\$87,133,400.00
Tier 6	70-73	62	197	\$39,466,100.00	\$126,599,500.00
Tier 7	67-69	55	252	\$32,215,400.00	\$158,814,900.00
Tier 8	64-66	55	307	\$33,418,400.00	\$192,233,300.00
Tier 9	60-63	56	363	\$36,648,900.00	\$228,882,200.00
Tier 10	0-59	99	462	\$52,115,700.00	\$280,997,900.00
		462		\$280,997,900.00	

## Application scoring criteria

The scoring criteria the Michigan Department of Natural Resources Grants Management staff uses for the Michigan Spark Grants program were developed with input from the advisory group to ensure the program’s stated objectives are met. In the event that multiple proposed projects receive the same total score, the DNR will use past per-capita grant assistance amount to prioritize the proposed projects.

*April 2023 update: Based upon the number of applications received in fall 2022 and concurrent efforts within other open recreational grant programs in 2023, staff ability to provide specific guidance will be limited. Information and feedback based upon the evaluation of the 2022 application round of Spark are noted in italics after each question.*

Scoring categories	Points per section
Public benefit and anticipated outcomes	24
Access to project site	17
Financial and social considerations	19
Clarity of scope and ability to execute	14
Access to new opportunities for people of all abilities	15
New construction, renovation and future maintenance	11
<b>Total</b>	<b>100</b>

## Applicant information

The applicant information page hosts a series of standardized questions regarding the applicant’s organization and site control. Many of the fields will automatically populate when the application is initiated. Please verify the information is correct and click SAVE to save the changes. All required fields are marked with an \*.

- Name of applicant (jurisdiction)\*
- Unique entity identifier\*
  - Required in the 2023 round and must be edited in the Organization Profile in MiGrants
- SIGMA vendor number\* and SIGMA address ID\*
  - Required in the 2023 round and must be edited in the Organization Profile in MiGrants
- Organization type\*
  - Select one:
    - Local unit of government
    - Public recreation authority
    - Regional/statewide organization
    - Consortium of local governments
    - Other – narrative text will appear
- Name of authorized official, AO title\*
- Address, city, state, ZIP code, county, phone, email\*
- Michigan House district, Michigan Senate district, U.S. Congress district\*

- Proposal title\*
- Address of site; city, village or township of site, ZIP code\*
- County (drop-down list)\*

## Site control

- What is/will be the applicant's type of ownership and control of the property?\*
- Select the appropriate box for the applicant's site control at the project site. **Both the Documentation of Site Control form (PR5750-4) and deed, lease or easement is required** to be uploaded in the required attachments section of the application.
- Latitude/longitude at park entrance\*

## Narrative details – Part 1

Additional information: Each narrative section will include the primary scoring questions and non-scored questions. Non-scored criteria are added to the application to provide the DNR with additional opportunities to improve DNR processes and identify the needs of our stakeholders to better serve the public.

- Park name:\*
- Is this an existing park?\* If yes, please explain what features currently exist at the park.:
- If you are submitting multiple Spark grant applications, what is the priority for this application?\*
- Proposal description: What do you want to do?\*

## Public benefit and anticipated outcomes = 24 maximum points

- How was the community negatively affected by COVID? How does this project address that?\* Total points possible: **10**
  - *Provide community specific information.*
- How will this project contribute to strong, healthy communities that promote health and safety?\* Total points possible: **8**
  - *Focus on the project impacts.*
- What kind of stakeholder and community input did you have?\* Total points possible: **4**
- Please provide examples of documented stakeholder and community input (including letters of support). **Not scored**
  - *Please provide design input regarding project accessibility under the scoring category for "Access to new opportunities for people of all abilities" next to the appropriate group.*
- While not a requirement for funding, is this project part of a community recreation or capital improvement plan?\* **Not scored**
- Certified resolution from highest governing body\* uploaded Total points possible: **2**
  - *You must include a signed and certified copy of the resolution in the Spark grant application. The resolution language must include:*
    - *Project name*
    - *Park name*
    - *Amount requested from the Spark program*
    - *If applicable, additional funding sources and amounts*
    - *Signed and certified*

### Access to the project site = 17 maximum points

- Based on the geographic location of the proposed project, the DNR will determine what portion of the community's population will be within 0.5 miles of the project site. Total points possible: **7**
- How will the public reasonably access the project site? Select all that apply.\* **1 point per selection; up to 7 points**
  - Vehicle
  - Sidewalk
  - Bike
  - Dial-a-ride
  - Bus stop within 0.25 miles
  - Boat/kayak
  - Trail
  - Other (text box appears if selected)
    - *Modes of transportation (e.g., skateboard, scooter) using the same access are not awarded additional points.*
- What programs and partnerships currently exist that bring people to your project and activate the space?\* Example – summer camp, farmers market, music in the park, etc. Total points possible: **3**

### Financial and social considerations = 19 maximum points

- Household income, park density, physical and mental health are all important attributes of a strong, healthy community and the basis for the social and financial scoring section. The DNR will score this section based on statewide available data and the geographical location of the proposed project.

### Narrative details – Part 2

#### Clarity of scope and ability to execute = 14 maximum points

- Provide your target dates for the following project milestones.\* Total points possible: **10**

Milestone	Target completion date	Description of timeline
Public input		
Planning and design		
Bidding and contract execution		
Construction		
Programming and activation		

- *Completion dates are requested, not the start date.*
- Conceptual site development plan is required (upload).\* **Not scored'**
- Do you have a licensed landscape architect, engineer or architect under contract or on staff for this project?\* **Not scored**

- Choose: Yes/No
  - If yes, please provide their name and explain the competitive selection process to retain them.

Are construction plans and specifications available?\*

Choose: Yes/No – If yes, upload required.

- Are federal, state and/or local permits required for the project?\* Total points possible: **4**
  - Choose: Yes/No – If yes, provide the following information in the chart below.  
Status options are:
    - Initial consultation (either formal or informal)
    - Applied/pending decision
    - Approved
  - *Local permits (e.g., soil erosion, building permits) should be included.*

Efforts taken to obtain or determine permits

Type of permit	Permitting agency	Requirements	Status

- Is there any evidence of environmental contamination within the project area?\* **Not scored**
  - If yes, describe how the contamination has been addressed.
- Select all of the following project partners or support staff. **Not scored**

X	Type of partner	Contact name	Description
	Local government staff		
	Nonprofit organization/group		
	Community foundation		
	Regional planning agency		
	Volunteer		
	Friends group		
	State or federal agency		
	Land conservancy		
	Other		

**Access to new opportunities for people of all abilities = 15 maximum points**

- Please select what groups you have received feedback from and upload the associated support documentation. Total points possible: **5**

X	Groups for feedback	Upload box
	Center for independent living	
	Center for assisted living	
	Local or regional disability network	
	Physical or recreational therapist	
	Individual	
	Formal group or organization	
	Other	

- *Please provide design review(s) of your project.*
- What specific features make your project unique and can clearly show that input from the above groups has been incorporated?\* Total points possible: **10**
  - *Explain how your project incorporates universal and/or inclusive design principles.*



**New construction, renovation and future maintenance = 11 maximum points**

Please do not include mobilization, site work, etc., in the scope list. Total points possible: **7**

- Is new construction part of your project?\* Choose: Yes/No
  - If yes, please identify the major components of your construction project.

Scope list	Brief description
Limited drop-down list	200-character limit

- Is this renovation (replace with the same scope item) or redevelopment (change of use with similar footprint) part of your project?\* Choose: Yes/No
  - If yes, please identify the major components of your construction project.
  - Age (in years) of existing item (0-10 years, 10-20 years, 20-30 years, 30-40 years, 40+ years)

Scope list	Brief description	Age (in years) of existing item
Limited drop-down list	200-character limit	Drop-down list

- What mechanisms and resources are in place to maintain this investment? Please check all that apply.\* **Not scored**
  - General fund support for parks and recreation
  - Millage
  - Endowment fund
  - Grants
  - Friends group
  - Dedicated parks and recreation staffing
  - None of the above
  - Other
- Based upon the existing mechanisms and resources, how long could you maintain this investment?\* **Not scored**
- Describe the selection of materials, the way the project is designed, and other features that make it sustainable.\* Total points possible: **2**
  - *Describe environmentally friendly features are incorporated into the project.*
- What design features or considerations in your project reduce long-term maintenance?\* Total points possible: **2**

## Financial details

Budget categories	Need for project?*	Total cost
<b>Preplanning</b> – Only includes conceptual designs, public input, public surveys and other meetings.	Choose: Yes/No	Currency box
<b>Administration</b> – Internal activities necessary to support the oversight and implementation of the project. This category is capped at 5% of the project subtotal.	Choose: Yes/No	Currency box
<b>Project permitting, plan designs and oversight</b> – This category is capped at 25% of the project subtotal.	Choose: Yes/No	Currency box
<b>Construction</b>	Choose: Yes/No	Currency box
<b>Programming</b>	Choose: Yes/No	Currency box
<b>Equipment</b> – directly related to activities supporting the construction improvements of the project; maintenance equipment is not eligible.	Choose: Yes/No	Currency box
<b>Subtotal</b>		<b>Currency box</b>

This program does permit the use of funds to cover indirect costs. Do you want to include indirect costs in this project?\*

- Choose: Yes/No

If yes, does your organization have a current negotiated indirect cost rate agreement?

- Choose: Yes/No
  - If yes,
    - Upload the negotiated indirect cost rate documentation
    - Response: Indirect rate: fill in %
  - If no, the maximum indirect rate is 10%.
    - Response: Indirect rate: fill in %

Budget categories	Total cost
Indirect rate	%
Grant amount requested*	Currency box
Budget total	Currency box

- Does this project have match funding? Choose: Yes/No

Budget categories	Total cost
Total match	Currency box
Total project cost	Currency box

## Funding in excess of Spark Grant request

Note: Additional questions will be populated to determine the funding agency, contact information, status and amounts requested. Documentation of match is required.

Funding source	Amount
General funds or local restricted funds (applicant's own cash). No American Rescue Plan Act Funds.	Currency box
Force account labor/materials (applicant's own paid labor or materials)	Currency box
Federal or state funds (other than Michigan Natural Resource Trust Fund)	Currency box
Cash donations	Currency box
Donated labor and/or materials	Currency box
Maintenance – Funding identified is based upon possible need to help support maintaining the project. Please note that the Spark grant does not allow for ongoing maintenance; however, the DNR may use this information to help align additional funding opportunities.	Currency box

## Additional information

- Provide additional information relevant to the project, such as relationship to other grants applied for or received, changes since last submission, or other details that may affect the scope or review process. Address any overlap or duplication between the proposed project and any other active or anticipated project in terms of activities, costs or the commitment of key personnel.
  - 1,500-character limit narrative
  - Upload box
- *2022 applications that are resubmitted in 2023 may provide additional information herein. Additional narrative information is limited to the character count in the narrative text box. Attachments with additional narrative text may not be considered in the evaluation.*

## Certification

The authorized official will be required to check the boxes to certify the statements below and save the page.

- By saving this page, I certify that I am a designated official for the applicant and that all statements on this application and the attachment hereto are true, complete and accurate to the best of my knowledge.
- I understand that if funded, all funds must be obligated into third-party contract by Dec. 31, 2024.
- I understand that if funded, this project will need to be fully expended and completed by Oct. 31, 2026.

## DNR scoring

<b>1. Public benefit and anticipated outcomes</b>	<b>Score</b>
1a. How was the community negatively affected by COVID? How does this project address that? (maximum 10 points)	<b>10</b>
1b. How will this project contribute to strong, healthy communities that promote health and safety? (maximum 8 points)	<b>8</b>
1c. What kind of stakeholder and community input did you have? (maximum 4 points)	<b>4</b>
1d. Certified resolution from the highest governing body (maximum 2 Points)	<b>2</b>
<b>Section 1 score (maximum 24 points)</b>	<b>24</b>

### DNR comments

<b>2. Access to project site</b>	<b>Score</b>
2a. Access to the project site: Based upon the geographic location of the proposed project or park entrance, the DNR will determine recreation space per capita. (maximum 7 points)	<b>7</b>
2b. How will the public reasonably access the project site. (maximum 7 points)	<b>7</b>
2c. What programs and partnerships currently exist that bring people to your project and activate the space? Example – summer camp, farmers market, music in the park, etc. (maximum 3 points)	<b>3</b>
<b>Section 2 score (maximum 17 points)</b>	<b>17</b>

### DNR comments

<b>3. Financial and social considerations</b>	<b>Score</b>
Household income, park density and health are all important attributes of a strong, healthy community and the basis for the social and financial scoring section. DNR will score this section based on statewide available data and the geographical location of the proposed project.	<b>19</b>
<b>Section 3 score (maximum 19 points)</b>	<b>19</b>

### DNR comments

<b>4. Clarity of scope and ability to execute</b>	<b>Score</b>
4a. Provide your targeted dates for the following project milestones. (maximum 10 points)	<b>10</b>
4b. Are federal, state and/or local permits required for the project? (maximum 4 points)	<b>4</b>
<b>Section 4 score (maximum 14 points)</b>	<b>14</b>

### DNR comments

<b>5. Access to new opportunities for people of all abilities</b>	<b>Score</b>
5a. Please select what groups you have received feedback from and upload the associated support documentation (letters, plan review comments, testimonials, etc.) (maximum 5 points)	0, 3, 5
5b. What specific features make your project unique and can clearly show that input from the above groups has been incorporated? (maximum 10 points)	0, 5, 10
<b>Section 5 score (maximum 15 points)</b>	<b>15</b>

**DNR comments**

<b>6. New construction, renovation and long-term maintenance</b>	<b>Score</b>
6a1 and 6a2. What type of scope is included for the project? (maximum 7 points)	7
6b. Describe the selection of materials, the way the project is designed, and other features that make it sustainable. (maximum 2 points)	2
6c. What design features or considerations in your project reduce long-term maintenance? (maximum 2 points)	2
<b>Section 6 score (maximum 11 points)</b>	<b>11</b>

**DNR comments**

<b>Total score (maximum 100 points)</b>	<b>100</b>
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Village of Decatur  
114 N Phelps Street  
Decatur, MI 49045

## MEMORANDUM

TO: Parks and Recreation Committee  
FROM: Shantel Pentland, Administrative Assistant  
DATE: May 10, 2023  
REVIEWED BY: Megan Duncan, Clerk/Treasurer  
  
SUBJECT: Skate Park Theft- Grind Rail Replacement

### Action Requested:

It is requested that the Parks and Recreation Committee review and approve the quote for the Custom Adjustable Grind Rail provided by Ramparts

### Background:

Between January and February 2023, the Public Works Department noticed a Grind Rail was missing from the Skate Park. They searched the area as weather allowed and the Rail was never found, and considered to be a theft. The quote provided for a replacement Rail is from Ramparts, the same company we initially purchased from. This replacement will have theft deterrent mechanisms on the legs that can be locked, while still remaining adjustable for park visitors.

### Attachments:

Quote for Custom Adjustable Grind Rail by Ramparts



## **CUSTOM ADJUSTABLE HEIGHT GRIND RAIL**

**Prepared For:** Village of Decatur, MI c/o Shantel Pentland  
**Project Location:** Village of Decatur, MI  
114 N. Phelps  
Decatur, MI 49045  
(269) 423-6114

### **Thank you for choosing Ramparts and Shyne Automation, Inc.**

*Per your recent request, below please find the pricing and details for the skatepark project at your facility.*

#### **Custom Adjustable Grind Rail**

Ramparts and its parent company, Shyne Automation, Inc. will furnish the below listed kit and custom skatepark components according to included plans and specifications. The pricing is based on the information furnished and will include the following items and features.

#### **Kit and Custom Skatepark Components**

##### **Kit Components: Structure, Framing, Sub-Sheeting, Skating Surface and Details**

- One (1) Each Custom **Commercial/Municipal Grade** Grind Rail, 10' Long and Height Adjustable from approximately 12" tall to approximately 18" tall

- 2" sch. 40 round steel rail **OR** 2" x 2" x 3/16" square steel rail x 10'-0" long
- Welded Construction with welded endcaps
- All steel height adjustable components CNC laser cut to ensure accuracy
- Durable black powder coated finish
- Permanent mount feet with 1/4" thick steel baseplates, welded to rail uprights
- Internal theft deterrent mechanism on each grind rail leg
- All mounting and height adjustable hardware, including concrete anchors

<b>Total Price – Custom Grind Rail</b>	<b>\$1,132.50</b>
<b>Freight/Delivery</b>	<b>\$265.00</b>
<b>TOTAL DUE</b>	<b>\$1,397.50</b>



We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call! Thank you for Rolling with RAMPARTS!

This proposal is subject to Shyne Automation, Inc.'s (dba Ramparts) Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Shyne Automation, Inc. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Shyne Automation, Inc. has not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Shyne Automation, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Shyne Automation, Inc. to perfect its security interest in the products. The Above Listed Proposal/Contract is accepted with initialed options:

Purchaser Signature

Shyne Automation, Inc., dba Ramparts

\_\_\_\_\_

\_\_\_\_\_

Title

Title: president

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_

\_\_\_\_\_ David Shyne

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## STANDARD TERMS AND CONDITIONS

- 1. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.
- 2. Delays.** Shyne Automation, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.
- 3. Arbitration.** Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.
- 4. Change Orders.** A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.
- 5. Production Schedule, Installation Schedule, and Storage.** When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 4 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

### Skate Park Systems and Related Components

- A.** Seller may choose whether or not to produce the park or ramp/s according to its production schedule. If they produce the park or ramp/s on schedule, it will be stored at Shyne Automation, Inc.'s location of business and storage fees will be charged to the Purchaser at the rate of US \$--- per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date. **NOT APPLICABLE**
- B.** A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.



C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Shyne Automation, Inc.'s installation schedule.

6. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

**A. Concrete and Floor Work Where Applicable:** All concrete work is to be completed and allowed to cure, according to job specifications and/or contractors requirements, before the date installation is scheduled to begin.

**B. Non- Concrete Surface Work Where Applicable:** All surfaces to be used for installation of ramps or skate park related components shall be clear and free from debris or other obstacles that would otherwise prevent proper installation. Non-concrete installation areas shall also be graded properly and be known to have no significant drainage or moisture issues.



## **Shyne Automation, Inc. Limited Warranty**

### **SIX MONTH LIMITED WARRANTY**

**1. What Is Covered By This Limited Warranty** – Shyne Automation, Inc. warrants to the original purchaser (“Purchaser”) that the Skatepark System and/or related components (the “System”) that is subject of this sale (a) conforms to Shyne Automation’s published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is six months from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller’s sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller’s sole discretion. In no event shall notification be effective if received by Shyne Automation, Inc. later than 7 months from date of delivery of the Skatepark System. These remedies are Purchaser’s exclusive remedies for breach of warranty. Shyne Automation, Inc. is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to Shyne Automation, Inc.

**2. What Is Not Covered By This Warranty** – Shyne Automation, Inc. does not warrant (a) any product, component or parts not manufactured by Shyne Automation, Inc., (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow Shyne Automation’s System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightning, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.

**3. Disclaimer of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.

**4. Limitations of Remedies** – In no case shall Shyne Automation, Inc. be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.



**5. Time Limit for Bringing Suit** – Any action for a breach of warranty must be commenced within 13 months following delivery of the System.

**6. No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of Shyne Automation, Inc. or any other party is authorized to make any warranty in addition to those made in this agreement.

**7. Allocation of Risk** – This warranty allocates the risk of product failure between Shyne Automation, Inc. and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.

**8. Requirements for Installations:** (Refer to the enclosed Site Requirements)

**9. Walk Through Inspection.** When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items.

A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

**10. Shop Drawings and Non-standard Items.** Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings.

**11. Material Check-in.** (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing or emailing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.