



AGENDA - City Council

DATE: November 28, 2022 7:00 PM City Council
Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Consent Agenda
 - I. Approval of October 13, 2022 Minutes
 - II. Approval of October 17, 2022 Minutes
 - III. Committee & Commissions Report
 - IV. Finance Report
 - V. Opt Out Provision Authorization Resolution
 - VI. Fiscal Year 2023 Budget Amendment
- V. Public Comment (Agenda Items)
- VI. Managers' Report/Public Safety
- VII. Unfinished Business
 - I. OHM Sewer Update
 - II. Council Comment
- VIII. New Business
 - I. Resolution Bodman Law Firm
 - II. Consideration for Sale of Real Property
 - III. Windmill Pointe Park Marina Redevelopment Proposal
 - IV. Cost Recovery Contract Award
 - V. Phone System Award
 - VI. Planning Commission Appointment
 - VII. Council Comment
- IX. Public Comment (Non-Agenda Items)
- X. Adjournment

Public Comment: Public Comments are limited to three minutes.

Live Stream: The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.



SPECIAL CITY COUNCIL MEETING - October 13, 2022
5:30 PM

CALL TO ORDER

The meeting was called to order by Mayor Hodges.

ROLL CALL

The following were present: Councilmembers Gallagher, Caulfield, Wiener, and McMillan, and Mayor Hodges.

Also present: Nick Sizeland, City Manager; and Gregg Guetschow, Gregg Guidance, LLC.

Absent: Councilmembers Brenner and Relan.

GOVERNANCE TRAINING WITH GREGG GUETSCHOW OF GREGG GUIDANCE, LLC

Gregg Guetschow of Gregg Guidance, LLC gave a presentation on governance training.

ADJOURNMENT

Motion by Mayor Hodges, seconded by Councilmember Wiener, to adjourn the meeting.

AYES: Councilmembers Gallagher, Caulfield, Wiener, and McMillan, and Mayor Hodges.

NAYS: None

ABSENT: Councilmembers Brenner and Relan.

With no further business, the meeting adjourned at 8:40 pm.

CITY COUNCIL MEETING - October 17, 2022
7:00 PM

CALL TO ORDER

The meeting was called to order by Mayor Hodges and opened with the Pledge of Allegiance to the Flag.

ROLL CALL

The following were present: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

Also present: Nick Sizeland, City Manager; Jane M. Blahut, Finance Director/Clerk; Jake Howlett, City Attorney; Bryan Jarrell, Director of Public Safety; Nancy Russell, OHM Advisors, Assistant City Engineer; Warren Rothe, Assistant City Manager; and Courtney Delmege, Deputy Clerk.

APPROVAL OF CONSENT AGENDA

Motion by Councilmember Wiener, seconded by Councilmember Caulfield to approve the consent agenda consisting of the September 19, 2022 minutes; Committee and Commissions report; and finance report.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

PUBLIC COMMENT (AGENDA ITEMS)

Twelve public comments were made.

MANAGERS' REPORT

City Manager Sizeland presented a brief overview of the status of issues since the last meeting: DPW building update including fire suppression and electrical service installation; Clean Water State Revolving Fund; alley paving and separating; Infrastructure FAQ on website; Drinking Water State Revolving Fund; coffee with a cop on November 12 at Le Rouge; prescription drug drop off box at dispatch center; marina engineering report; November 8 election update; tree planting grant; Keep Michigan Beautiful award for Patterson Park Dog Park; Pumpkins in the Park; and follow up on property inquiries of 1211 & 1215-17 Wayburn concluding proper transactions.

UNFINISHED BUSINESS:
OHM SEWER UPDATE

Assistant City Engineer Nancy Russell presented a storm progress report including: sewer televising and manhole condition assessment; coordination with EGLE; St. Clare Montefalco Church; sewer relief system at Patterson Park (aka EERV); downspout disconnections; model development – hydrology & hydraulics; flow metering; capital improvement program; funding;

and future project development.

BAKER TILLY PRESENTATION-WATER & SEWER RATE STUDY

Andy Campbell, of Baker Tilly, gave a presentation to the City Council. Preliminary drafts from Baker Tilly regarding water and sewer rates were provided to City Council and further discussion about separating the fund between water and sewer and the need to increase revenues, the rate structure change, millage vote, capital improvements, OPEB & pension expenses and the revolving fund.

NEW BUSINESS: ZONING ORDINANCE MAP AMENDMENT

Michael Stines, representing the property owners of 1212/1214 Wayburn and 1213/1217 Maryland is requesting to change the zoning of the properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking). This request constitutes a request to change or amend the City's zoning map. This is accomplished through an amendment to the Zoning Ordinance which involves a two-step process. First, the Planning Commission holds a public hearing and votes to recommend that an application be approved or denied by the City Council. The Planning Commission considered the application and held the required public hearing at its October 6th regular meeting, where they voted 3-2 to recommend approval of this rezoning request. The second step in amending the zoning ordinance is approval by the City Council.

CITY OF GROSSE POINTE PARK COUNTY OF WAYNE, MICHIGAN

AN ORDINANCE OF THE CITY OF GROSSE POINTE PARK, WAYNE COUNTY, MICHIGAN TO AMEND THE ZONING ORDINANCE AND MAP OF GROSSE POINTE PARK, WAYNE COUNTY, MICHIGAN, SPECIFICALLY BY REZONING THE LAND DESCRIBED BELOW FROM R-D (TWO-FAMILY RESIDENTIAL) TO P-1 (VEHICULAR PARKING).

THE CITY OF GROSSE POINTE PARK ORDAINS: SECTION 1. AMENDMENT.

That the Zoning Ordinance and Map of the City of Grosse Pointe Park, said map being incorporated by reference in the Zoning Ordinance for the City of Grosse Pointe Park pursuant to Article 3 thereof, be and the same is hereby amended, changed and altered so that hereafter the lands hereinafter described shall be zoned as and included in the P-1 (Vehicular Parking) district on said Zoning Map. Said lands are described as being in the City of Grosse Pointe Park, Wayne County, Michigan, described as follows:

Parcel #: 39 007 16 0062 001

Lot 62, "Schiappacasse's Subdivision, as recorded in Liber 37, Page 61 of Plats, Wayne County Records.

Parcel #: 39 007 16 0062 002

Lot 63 and the Northerly 6.0 feet of Lot 62, Schiappacasse's Subdivision, according to the plat thereof as recorded in Liber 37, Page 61 of Plate, Wayne County Records.

Parcel #: 39 007 16 0091 000

Lot 91, Schiappacasse's Subdivision, as recorded in Liber 37, Page 61 of Plats, Wayne County Records.

Parcel #: 39 007 16 0090 000

Lot 91, Schiappacasse's Subdivision, as recorded in Liber 37, Page 61 of Plats, Wayne County Records.

SECTION 2. EFFECTIVE DATE.

The foregoing amendment to the City of Grosse Pointe Park Zoning Ordinance and Zoning Map was approved and adopted by the City Council on _____, 2022, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. This Ordinance shall be effective on _____, 2022, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in the *Grosse Pointe News* as required by Section 401 of Act 110, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

Motion by Councilmember Relan, seconded by no one to table the zoning request until a later date; motion failed.

Motion by Councilmember Wiener, seconded by Councilmember McMillan to approve the request to change the zoning of 1212/1214 Wayburn and 1213/1217 Maryland from R-D (Two-Family Residential) to P-1 (Vehicular Parking).

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, and McMillan, and Mayor Hodges.

NAYS: Councilmember Relan.

Motion by Councilmember Brenner, seconded by Councilmember Gallagher to create a resolution regarding the site plan proposed on October 17 shall be deemed the minimum standards that will be required of the developer for the approval of the parking lot and the City Manager is directed to ensure that upon submission of a formal application for approval that the following features will be included: dumpster placement away from the homes with appropriate enclosure; EV charging stations included and at an agreeable spot; appropriate lighting as to not impact the neighbors; neighborhood appropriate landscaping; wall or other barrier between the parking lot and the homes; use of permeable surfaces; and explore resident permit parking after hours into the lot. The City Manager shall have the discretion and authority to approve additional features permits as are warranted to decrease any negative impacts on adjacent residential properties.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

REDEVELOPMENT READY COMMUNITIES PARTICIPATION RESOLUTION

CITY GROSSE POINTE PARK WAYNE COUNTY, MICHIGAN

RESOLUTION AUTHORIZING THE CITY OF GROSSE POITNE PARK TO PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) REDEVELOPMENT READY COMMUNITIES PROGRAM

WHEREAS, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) Program to empower communities to shape their future and maximize economic potential; and

WHEREAS, RRC is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair and consistent processes; and

WHEREAS, the City of Grosse Pointe Park recognizes the value of the RRC program and seeks to improve its redevelopment readiness via a detailed review of existing development processes; and

WHEREAS, the RRC program includes evaluating and strengthening the development-related partnerships between the City and stakeholder organizations such as: the MEDC, Grosse Pointe Park Downtown Development Authority (DDA), Grosse Pointe Park Tax Increment Finance Authority (TIFA), Grosse Pointe Park Planning Commission (PC) and Wayne County; and.

WHEREAS, the City of Grosse Pointe Park is updating its Master Plan to incorporate certain elements required for pursuing RRC certification.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Grosse Pointe Park is willing to participate in the MEDC RRC Program, including increased interaction and partnership with the MEDC, DDA, TIFA, PC and Wayne County and other stakeholders in the development review process.
2. It is the intention of the City of Grosse Pointe Park to utilize the RRC Best Practices and evaluation process to improve our processes and communication with stakeholders.
3. City Administration is hereby authorized to proceed toward implementation of the recommendations necessary to receive RRC Certification from the MEDC.

Motion by Councilmember McMillan, seconded by Councilmember Brenner to adopt the resolution as presented with the edit of changing "updating its Master Plan" to "following its Master Plan".

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

CITY ATTORNEY CONTRACT

The City of Grosse Pointe Park publicly posted a RFP for City Attorney services after the City Council directed the administration to draft an RFP in January. The City received and reviewed 8 responses. The Personnel Committee completed this work and was assisted by a volunteer Park resident with municipal attorney experience. Factors used to identify firms to interview included: adherence to the proposal guidelines, number of assigned attorneys, fees, and the firms current municipal clients. Four firms were identified and interviews were held by the personnel committee.

In the end, the Committee unanimously voted to recommend that The Kelly Firm be considered by the Council to serve as the City Attorney.

Motion by Councilmember Gallagher, seconded by Councilmember Relan to approve the contract for the Kelly Firm to act as City Attorney and City Prosecutor for the City of Grosse Pointe Park.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

ETHICS AND DDA REAPPOINTMENTS

Motion by Councilmember Brenner, seconded by Councilmember Gallagher, to reappoint Zack Assaf to the Downtown Development board for a full 4-year term ending September 23, 2026.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to reappoint David Breen to the Ethics review Board for a full 3-year term ending October 31, 2025.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

ORDINANCE #234 SOLICITATIONS

ORDINANCE NO. 234 CITY OF GROSSE POINTE PARK COUNTY OF WAYNE, MICHIGAN

AN ORDINANCE OF THE CITY OF GROSSE POINTE PARK, WAYNE COUNTY, MICHIGAN TO AMEND CHAPTER 18 OF THE CODE OF ORDINANCES, "PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS;"

THE CITY OF GROSSE POINTE PARK ORDAINS: SECTION 1. AMENDMENT.

Chapter 18 of the City's Code of Ordinances is hereby amended to read in its entirety as follows:

Chapter 18 SOLICITORS

Sec. 18-1. Intent.

To license and regulate solicitor activity and to provide penalties for the violation thereof.

Sec. 18-2. Purpose.

The purpose of this Ordinance is to:

1. Secure and protect the general welfare and safety of the residents of the City of Grosse Pointe Park;
2. Require solicitors to obtain a license to solicit within the City;
3. Establish an application process, including required information and fees, for the issuance of a license;
4. Establish recognized exemptions from this Ordinance;
5. Provide for penalties for violations of this Ordinance.

Sec. 18-3. Definitions.

1. *Charitable* means and includes the words patriotic, educational, social, religious, philanthropic, civic, public, fraternal or eleemosynary, either actual or purported.
2. *Person* means any natural person, business, firm, corporation, partnership, limited liability company or other association, non-profit organization, charitable organization, society, league, guild, club, team, and includes any trustee, receiver, assignee, agent or other representative thereof.
3. *Solicit and/or Solicitation* means any act related to or involving traveling by foot, bicycle, animal powered cart or wagon, or any electric or motorized vehicle from place-to-place, from house-to house, from street-to-street, or remaining stationary in any place and using public streets, sidewalks, parks, or other public ways or places to:
 1. Sell or offer for sale or display for sale any goods, wares, produce, provisions, or merchandise to any *person* not a dealer therein.
 2. Take orders for the purchase of goods, wares, produce, provisions, or merchandise by samples, lists, catalogs, or subscriptions for magazines and books from any *person* not a dealer therein.
 3. Sell or offer for sale or take orders for the sale of services (e.g. landscaping, painting, roofing, snow removal, etc.) from any *person* not a dealer therein.
4. *Solicitor* means any person soliciting in the City and encompasses the words "peddler" and "transient merchant."

Sec. 18-4. License application process.

1. No *person* shall *solicit* without first obtaining a license from the City of Grosse Pointe Park using the prescribed form(s).
2. If an application is filed on behalf of anyone other than a natural *person*, an application must be made for each agent or employee who will be *soliciting* in the City.
3. The applicant(s) shall supply all of the information listed on the application before the application will be deemed complete and reviewable.
4. Applicants may be subject to a background check, including without limitation, a review of the Wayne County Sheriff's Department, Michigan State Police, and sex offender records. If upon completion of a background check the City determines there is a reasonable basis to conclude the applicant poses a plausible threat to the general peace and safety to the City, the application may be denied.
5. Unless the applicant is charged with any violation of local, state, or federal law subsequent to filing the application, all background checks shall be valid for a period

of one (1) year following the approval of the application.

6. During any period in which a *person* is licensed under this Ordinance, that *person* must inform the City of any and all changes to the information on their application and any event that would likely result in a change to the information produced in their background check.

Sec. 18-5. Duration and renewal.

A license issued under the provisions of this Ordinance shall be valid only for the specific dates provided for on said license and shall expire as indicated thereon. Subject to City approval, applicants can apply for a permit lasting for up to one year.

Sec. 18-6. Fees.

All applications that are submitted pursuant to this Ordinance shall be accompanied by a non-refundable per *person* license fee. The purpose of the fee is to cover the administrative costs associated with processing the application, including but not limited to conducting and reviewing the background checks, and regulating approved *solicitors* within the City. The fees shall be established and set forth by resolution of the City Council.

Sec. 18-7. Prohibited behavior and activity.

1. No *solicitor* shall obstruct any street, alley, sidewalk, driveway, or entrance to a public place.
2. No *solicitor* shall enter or call upon any residence or place of business with posted "No Solicitors," "No Peddlers," "No Trespassing," or similar signs.
3. No *solicitor* shall engage in repeated *solicitation* of any same *person* who either affirmatively declines, chooses to ignore, or shows no response to the *solicitation* inquiry. Furthermore, no *solicitor* shall harass or threaten any *person* in the course of their *solicitation*.
4. No *solicitor* shall engage in *soliciting* without carrying and displaying the license issued pursuant to this Ordinance, unless exempted under Sec. 18-10.
5. No *solicitor* shall *solicit* within any City Park or upon any property owned or controlled by the City, without specific approval of the City, separate from this license.
6. No *solicitor* using a vehicle, when stopped to make a sale, shall remain longer than necessary to make a sale to a customer wishing to buy, nor shall they establish themselves on or linger along any public right-of-way for the primary purpose of doing business with passing traffic.

Sec. 18-8. Hours of operation.

Permitted solicitors may only solicit within the City between the hours of nine o'clock (9:00) a.m. and sunset between Monday and Saturday.

Sec. 18-9. Suspension and revocation.

In addition to the penalties which may be imposed under Section 18-11 of the City of Grosse Pointe Park Code, a license issued pursuant to the provisions of this Ordinance may be revoked or suspended by the City for any of the following reasons:

1. Any fraud, misrepresentation, or false statement(s) made in connection with the selling of goods, wares, services, produce, provisions, or merchandise.

2. Any fraud, misrepresentation, or false statement(s) contained in the application.
3. Any violation of federal, state, or local laws or ordinances.
4. Any conviction of a licensee for a felony or misdemeanor involving theft or dishonesty.

Sec. 18-10. Exempted persons.

The *persons* listed below shall be exempt from the licensing requirements of this Ordinance, however, such *persons* or groups shall be subject to the other provisions of this Ordinance. This includes without limitation the prohibited activities stated in Section 18-7 and the hours of operation state in Section 18-8 contained herein.

1. *Persons* that are eighteen (18) years of age or younger *soliciting* for the benefit of any public or private school, or youth activities including but not limited to Girl Scouts, Scouts BSA, religious organization youth groups, or youth sports teams or athletic leagues.
2. Any *person* under 18 years of age when *soliciting* services for lawn, yard, or garden work, or leaf, snow, or ice removal.
3. Any *person* engaged in canvassing, distributing printed material, or obtaining signatures for political candidates, ballot issues, or other political issues.
4. Any veteran licensed with Wayne County under P.A. 1921, No. 359, as amended.
5. Nothing in this Ordinance shall exempt any *person* from the licensing requirement for Transient Merchants as described in Public Act 51 of 1925, as amended.

Sec. 18-11. Violation and penalties.

Any *person* who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of this Ordinance, shall be responsible for a municipal civil infraction, and shall be punished by a fine not to exceed \$500.00 and all applicable court costs. Equitable relief may also be award as permitted by Michigan law. In situations where there are repeated violations occurring over multiple days, every day upon which any such violation occurs shall constitute a new and separate offense.

Sec. 18-12. Right to appeal.

Any *person* aggrieved by the City's action to deny an application for a license as provided in this Ordinance, or in the decision with reference to the revocation of a license as provided in this Ordinance, shall have the right of appeal to the City Manager. Such appeal shall be made by filing with the City Manager a written statement setting forth fully the grounds for the appeal within fourteen (14) days after notice of the action complained of has been mailed to such *person's* last known address. The City Manager shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to such *person's* last known address. The decision and order of the City Manager on such an appeal shall be final.

SECTION 2. SEVERABILITY.

This Ordinance and each of the various parts, sections, subsections, sentences, phrases, and clauses hereof are declared to be severable. If any part, section, subsection, sentence, phrase, or clause is determined to be invalid or unenforceable by a court of competent jurisdiction, it is hereby provided that the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. RATIFICATION.

All other provisions of the code of Ordinances of the City of Grosse Pointe Park, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 4. PUBLICATION.

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Grosse Pointe Park, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Grosse Pointe Park.

Motion by Councilmember Brenner, seconded by Councilmember Wiener to adopt ordinance #235 as presented.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

ORDINANCE #235 GARBAGE AND REFUSE

ORDINANCE NO. 235 CITY OF GROSSE POINTE PARK COUNTY OF WAYNE, MICHIGAN

AN ORDINANCE OF THE CITY OF GROSSE POINTE PARK, WAYNE COUNTY, MICHIGAN TO AMEND CHAPTER 12 OF THE CODE OF ORDINANCES, "GARBAGE AND REFUSE."

THE CITY OF GROSSE POINTE PARK ORDAINS:

SECTION 1. AMENDMENT.

Chapter 12 of the City's Code of Ordinances is hereby amended to read in its entirety as follows:

Chapter 12 Garbage and Refuse

Sec. 12-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Brush* includes, but is not necessarily limited to, tree limbs and clippings from shrubs and bushes.
2. *Garbage and food wastes* includes, but is not necessarily limited to, every refuse accumulation of animal, fowl, fish, fruit, vegetable or other similar or like substances that results from the preparation, use, cooking, dealing in, handling or storing of meat, fish, fowl, fruits and vegetables. Products or processes involving the use of such substances, including fish or fowl or other dead animals requiring disposal, and any condemned food or food products or similar disposable substances, materials or things found or situated within the city are also included in this definition.
3. *Property*: Property means both improved and unimproved land, and any building, structure, or premises within the city or a portion of the city.

4. *Occupant*: Occupant means a person or entity occupying a property and includes an owner, tenant, or lessee.
5. *Recyclable* and *curbside recyclable* mean newspapers, paper, phone books, magazines, clean cardboard cut to fit, clean tin or aluminum cans, glass, and plastic containers (#1 through or #7 with triangular recycling symbol on the container) to be collected on the scheduled collection day.
6. *Rubbish* and *refuse* include, but are not necessarily limited to, all miscellaneous waste materials and matter resulting from normal household or living conditions, business operations and enterprises, general routine property use, and maintenance and physical construction and installations related to general routine property use, including garbage, and waste materials from the construction or repair of buildings and structures.
7. *Storage* means the accumulation of materials regulated by the provisions of this article that are awaiting final collection, transportation, and disposal.
8. *Yard waste* includes, but is not necessarily limited to, grass, weeds, shrub clippings, leaves, brush, tree trimmings and other similar materials which may be so classified by the city, and which are accumulated upon the premises of any property within the city for collection and disposal separately from the regular rubbish and refuse, and to be picked up on the scheduled collection day.

Sec. 12-2 Prohibited deposit of rubbish, garbage, and yard waste.

No person shall deposit, throw, or place any rubbish or garbage in any alley, street, river, other public places, or private premises or allow such rubbish or garbage to be kept on private premises except for collection by the city in accordance with the provisions of this article or any other applicable provisions of the City Code. All rubbish and garbage placed for collection shall have been generated from the specific property from which it is to be collected. No person shall transport or bring garbage or rubbish for collection or deposit to any property within the city from any other property whether within or without the city. No person shall permit any rubbish or garbage to accumulate on any premises owned or controlled by him/her for a period longer than the interval between the collection days established for the neighborhood. No person shall deposit any yard waste in any alley, street, river, or other public place except for collection by the city in accordance with the provisions of this chapter. No person shall deposit any yard waste in any public drain, or allow yard waste to accumulate in any public drain. No person shall deposit any yard waste in any public drain easement that will result in the waste entering the drain or otherwise interfering with the proper operation of the drain.

Sec. 12-3 Collection by contracting private company; charges; schedule.

1. The City shall contract with a private company for the purpose of garbage, rubbish, yard waste, and curbside recyclable collection.
2. Fees for services provided by the City in accordance with this Chapter shall be established from time to time by resolution of the City Council.
3. Collection services provided by the contractor shall occur according to the schedule under the terms of the contract.

Sec. 12-4 Containers.

No person shall permit to accumulate upon his premises any garbage, rubbish, recyclables, or

yard waste unless it is placed and maintained in containers as follows:

1. *Containers for garbage or rubbish.*

1. All containers used for garbage or rubbish shall be substantial metal, plastic, or rubber construction, provided with handles and a tight-fitting cover. They must be in accordance with size, capacity, and weight rules and limitations set by the City. The cover shall be kept on the container whenever garbage is placed within.
2. Garbage and food waste shall first be placed into plastic bags before being placed into a container for collection.
3. Plastic bags are a suitable container for garbage and rubbish if they are securely sealed (not punctured) and are filled so that the contents will not cause tearing or rupturing of the bag when it is lifted at the sealed or tied end.
4. Approved containers are available for purchase from the City's Department of Public Works. A resident may purchase a container by paying the charge established by resolution of City Council from time-to-time.

2. *Containers for yard waste.* Tree limbs, branches, shrubbery, bush cuttings, and other brush are to be considered yard waste and must be placed in approved yard refuse bags or cans conspicuously labeled for yard waste. Yard waste labels are available at City Hall at no cost.

3. *Containers for recyclables.* All curbside recyclables shall be placed into containers that comply with size, capacity, and weight rules and limitations set by the City. Items shall be placed separately in the recycling cart. Newspapers are to be tied or placed in paper bags not to exceed 50 pounds.

4. *Storage of Containers.*

1. Containers shall be stored and placed in an enclosed accessory structure, garage or shed, in the primary structure, or in an approved container or facility for external storage equipped with tightfitting vermin proof lids inconspicuously placed on the premises during intervals between city collection days. Containers not enclosed in an accessory structure or primary structure shall be stored to the rear or side of the primary structure, garage, or accessory structure as close to the structure as possible.
2. Containers serving property on a public or private alleyway shall not be stored in the public or private alleyway and must be located inside the rear lot line of the property.
3. Containers shall be stored in such a manner as to prevent water from falling on the container and entering it. The City or its contractor may decline to collect or empty any container filled or partially filled with ice or water.

Sec. 12-5 Standards of Collection.

1. *Rubbish, Garbage, and Recyclables.*

1. The occupant of any property shall place any containers or materials for collection at their curbside or, if established, the City designated collection point.
2. All containers shall be prepared for collection and placed curbside or at the designated collection point no earlier than 4:00 p.m. the day before the regularly scheduled collection day for the particular area being serviced. All containers shall be removed

from the collection point no later than midnight on the same day that the collection is made.

3. All cardboard boxes which cannot be ripped up, torn, or cut up and placed in a disposable rubbish bag or container shall be completely flattened or knocked down and placed next to collection containers in a manner which prevent them from being blown, strewn or battered until such boxes are collected on the regularly scheduled collection day.
4. It is the duty of the City's contractor to remove all curbside recyclables from the street. No other vendors shall be permitted to collect any paper, glass, plastic, or tin cans on the regularly scheduled collection days.

2. *Yard Waste.*

1. All yard waste containers shall be placed at curbside or the City designated collection point for regular pickup service but only during the months and weeks the City establishes for that service, and such materials must be in accordance with size, weight, and bundling rules and limitations set by the City.
2. Larger branches may be placed at curbside in front of the premises, with butt ends facing the street for disposal by city chipper service in accordance with rules, standards, and schedule set by the City.
3. Any tree trimming contractor, nursery employee, utility company employee or other privately employed person who performs or provides a tree trimming removal service for a fee, or as a company service, on any property or premises within the city shall be responsible for the removal and disposal beyond the corporate limits of the city of all tree limbs, brush, trunks and stumps accumulated from the performance of such service.
4. It shall be unlawful to mix yard waste with regular household rubbish and recyclables.
5. During the months of October through the second full week of December, all tree leaves (no grass clippings) may be raked into the street gutter for collection on days scheduled by the City.

Sec. 12-6 Disposal of waste created by building contractors.

Building contractors shall be responsible for the removal of all wastes, rubbish, remodeling or maintenance materials and site clearing materials from the building site and the transportation and disposal thereof beyond the corporate limits of the city.

Sec. 12-7 Construction waste to be removed prior to final inspection and issuance of certificate of occupancy.

All building contractors' waste, rubbish and site clearing materials shall be moved or cleared from the premises before final inspection shall be made or before a certificate of occupancy shall be issued.

Sec. 12-8 Garbage Disposals Required.

Garbage disposals shall be required in new and existing structures as follows:

1. All residential buildings constructed under permit issued after June 1, 1983, and all other buildings or structures used for purposes which develop food wastes and constructed under permit issued after such date shall have installed a garbage disposal conforming to the provisions of this section.
2. In the case of any residence or any such other building or structure constructed under permit issued prior to such date, the installation of a garbage disposal shall be required:
 1. In the case of a major repair or replacement of such a nature as to make it convenient and practicable to install a garbage disposal where such residence, building or structure does not already contain a disposal conforming to this section; or
 2. When required by any other provision of this Code.
3. The remodeling of a kitchen, involving the installation of a new sink, shall be deemed an alteration in which the installation of a garbage disposal is convenient and practicable.
4. No person shall be required to install a garbage disposal in accordance with this Subsection in any case in which the Department of Public Service finds that installing a garbage disposal would be inadvisable or troublesome due to limitations in the existing plumbing or private sewer connection or other such serious practical difficulty.
3. No garbage disposal shall be deemed to satisfy the provisions of this section unless it be of size and design adapted to grind all garbage and food wastes (shells, large bones and the like excepted) likely to be accumulated on the premises and unless it be installed and connected in such a way as to secure good performance.
4. Where there is more than one housekeeping unit within the same building, garbage disposals shall be supplied for each such unit.
5. Installation, operation and maintenance of any equipment or method to be used for the disposal of food wastes shall comply with the applicable laws, ordinances and regulations concerning building, housing, plumbing, electricity, smoke abatement, air pollution, safety engineering, health, sanitation and fire prevention.

Sec. 12-9 Rules and Regulations of City Manager to Implement Chapter Provisions.

In order to clarify and implement the provisions of this chapter, the City Manager is hereby authorized and directed to make all necessary and reasonable rules and regulations consistent with this article.

Sec. 12-10 Violations.

The first violation of this Chapter shall be a civil infraction with a maximum penalty of a \$50 fine. The second violation of this Chapter within thirty-six months shall be a civil infraction with a maximum penalty of a \$100 fine. The third violation of this Chapter within thirty-six months shall be a civil infraction with a maximum penalty of a \$150 fine. The fourth violation of this Chapter within thirty-six months shall be a misdemeanor with a maximum penalty of a \$500 fine and/or 90 days in jail. The fines described in this Section shall be in addition to cost assessments, expenses, and/or damages assessed under the law.

SECTION 2. SEVERABILITY.

This Ordinance and each of the various parts, sections, subsections, sentences, phrases, and clauses hereof are declared to be severable. If any part, section, subsection, sentence,

phrase, or clause is determined to be invalid or unenforceable by a court of competent jurisdiction, it is hereby provided that the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. RATIFICATION.

All other provisions of the code of Ordinances of the City of Grosse Pointe Park, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 4. PUBLICATION.

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Grosse Pointe Park, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Grosse Pointe Park.

Motion by Councilmember Brenner, seconded by Councilmember Wiener to adopt ordinance #235 as presented.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion by Councilmember McMillan, seconded by Councilmember Relan to amend Sec. 12-5 Standards of Collection item a, paragraph 2 from 6:00 p.m. to 4: 00 p.m.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

CLOSED DOOR SESSION – TO CONSULT WITH ATTORNEY AND DISCUSS LITIGATION STRATEGY

Motion by Councilmember Wiener, supported by Councilmember Gallagher, to enter into a closed-door session under section 8h of the open meetings act to consider material exempt from discussion or disclosure by state or federal statute per written attorney-client opinion letter.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

The closed door session convened at 10:46 pm.

Mayor Hodges reconvened the meeting to open session at 11:13 pm.

Motion by Councilmember Brenner, seconded by Councilmember Wiener to approve the retainer agreement by Jacobs and Diemer and enter into a joint defense agreement with the

City of Grosse Pointe Woods.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

COUNCIL COMMENT

Councilmember McMillan commented on the following: residents have spoken in support of rezoning from R-D (Two-Family Residential) to P-1 (Vehicular Parking); one bad experience can prevent future business.

Councilmember Relan commented on the following: reiterated perceived conflict of interest at Planning Commission meeting on vote for rezoning; disappointed with the City Council vote on rezoning from R-D (Two-Family Residential) to P-1 (Vehicular Parking).

Mayor Hodges commented on the following: Kevin's Song Gala on September 22 to empower communities to prevent suicide and offer hope, founded by Gail and John Urso; Full Circle gala on November 3; Hiptique Boutique, owned by resident Nicole Delano; attended Eastside Extravaganza on September 23 partnering with Detroit neighbors; reminded colleagues importance of getting questions to administration in advance so they can be effectively answered and improve governance

PUBLIC COMMENT (NON-AGENDA ITEMS)

Four public comments were made.

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Brenner, to adjourn the meeting.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

With no further business, the meeting adjourned at 11:27 pm.



COMMITTEE & COMMISSION REPORTS

DATE: November 28, 2022

Election Commission Meeting – October 18, 2022

- Appointed precinct workers and receiving board for general election

DDA Meeting – October 25, 2022

- Approved an increase not to exceed \$15,000 for the Civic Campus RFP
- Approved Kevin Kilby of McGraw Morris to act as DDA Attorney

TIFA Meeting – October 27, 2022

- Meeting Cancelled – No Quorum – Rescheduled for December 8, 2022

Beautification Commission Meeting – November 2, 2022

- A GPF family has donated a 35' blue spruce to be used as GPP's official Christmas tree. The tree was going to be cut down anyway because it was planted too close to their house. The tree has been harvested and installed at Windmill Pte. Park. SavATree has agreed again to put the lights on at no charge.
- Samples from 3 different dying Norway maple trees, suspected to have verticillium wilt, were sent to MSU diagnostic lab. All samples came back negative as the City Forester expected. Environmental factors, such as compacted soil, are to blame for the demise of these trees.
- Plans were discussed regarding our annual Beautification Commission Award Ceremony. The event was held November 17th. It was a huge success and very well received.
- Tree planting has begun as part of the Grosse Pointe Farm & Garden Club's "90 trees for 90 years" program.



COMMITTEE & COMMISSION REPORTS

DATE:

- GPP and GPC will jointly host the quarterly Beautification Council of SE Michigan meeting at the Tomkins Center December 8th.

Recreation Commission Meeting – November 9, 2022

- Advanced and online theatre ticket sales now available as of November 21, 2022
- Brunch with Santa event sold out; event to be held on December 3, 2022
- Basketball, Cornhole, Pickleball and Volleyball leagues to renew for winter season

Community Engagement Committee Meeting – November 17, 2022

- Discussed DPW grand opening, Fairfax Market, and opportunities for black history month celebration

Infrastructure Committee Meeting – November 22, 2022

- Notes to follow....

Grosse Pointe Park Infrastructure General Updates and Status Report October/November 2022:

Here are some bullet points of current projects, work and planning is not limited to this.

Millage and Forward Planning

With the passage of the millage, we now have the finances to move forward with a long-term capital improvement plan. In the immediate term we are able to proceed on several of our highest priority items. The infrastructure committee is recommending going out for bid on the Jefferson Separation Project, working out a 2023 as well as multi-year scoping and sewer cleaning schedule, additionally we will begin allocation of funds for EERV construction, and compiling further data to plan and commence targeted work on District 1 watermain/lead line replacement work.

Sewer Scoping/Clean Out Report

We are currently acquiring estimates for a continued short term and multi-year Scoping/Cleaning Plan, to continue the evaluation and mapping of our system as well as to keep optimizing functionality.

To provide context, with the work done, we now have a much better ability for targeted repair and upgrade of the sewer. The cleaning has yielded in excess of 161,000 gallons of added water holding capacity, but even more valuable to the city is the system now allows for better more efficient flow, allowing improved discharge capacity, this is something we are working towards mapping and quantifying. This has been identified as a target for Continuous Improvement and we intend to build on this both short and long term.

EERV

Ongoing positive discussions with EGLE, additional requested data and modeling have been submitted the week of November 21st to the state.

DPW Building

The office is almost entirely moved in, we are beginning to incrementally move large equipment, we have also finally secured the last round of concrete (there were major supply constraints state wide) to finalize construction.

Active Capital Projects

Water Main Work

Mack and Cadieux watermain replacement/upgrade is underway, the initial borings have been conducted to map out the project, we continue to be on schedule.

Alleyway Repaving

Although the alleyway repaving had been scheduled to commence in November, constraints in labor, material as well as the weather have caused substantial delays and at this point will push the commencement to early 2023. However, GPP will try and make the most of this and is beginning to look into potential savings by rolling additional 2023 work into the package.

Preventative Maintenance Planning

Meetings have been held to plan out maintenance for the coming year, with particular focus on pumping stations, pump maintenance and well cleanouts. Additionally, we have been in talks to continue building on the SCADA system upgrades for pumping (this allows for improved real time monitoring yielding better rapid adjustment and response and allows better asset management).

Leaf Pickup and Snow Removal

Leaf pickup for the season continues until Dec 16, please see the link for further information:

https://cms8.revize.com/revize/grossepointepark/GPP_LeafPickUPMap_2022v2.pdf

A meeting was held with DPW to ensure everything is prepared for winter snow removal, salt is in stock, equipment has been reviewed, the team is ready for inclement weather.

Cellular Service

City Manager has held further meetings with potential suppliers to map out locations, viability as well as the potential positive financial impact to the city.

October 2022

Invoices over \$5,000 for Acceptance

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Current Payment</u>	<u>Fiscal year to Date or Project to Date</u>
10/03/22	Bodman	Pros. Atty. & Retainer fee	10,000	30,000
10/04/22	Great Lakes Water	Water charges- July & August	294,349	294,349
10/04/22	Green for Life	Recycle for October	26,325	105,300
10/04/22	Green for Life	Rubbish for October	40,001	157,607
10/04/22	Green Meadows Landscape	Lawn maintenance at Parks	7,500	13,500
10/13/22	Roncelli	Alley Reconstruction	157,502	157,502
10/14/22	Great Lakes Water	Waste water- September	158,700	476,100
10/14/22	GP Clinton Refuse	Refuse disposal- September	18,624	56,754
10/14/22	Inacomp TSG	Wi-Fi upgrades for marina/park	30,991	30,991
10/14/22	Arbor Pro	Tree maintenance	18,573	54,597
10/14/22	N.A. Construction Enterprises	Building weatherization	33,020	33,020
10/14/22	SavATree	Tree maintenance	11,250	11,250
10/20/22	Pipetek Infrastructure	Sanitary Sewer Televising Program	56,475	755,896
10/26/22	Roncelli	Watermain replacement to Mack Ave.	6,975	6,975
10/26/22	OHM, Advisors	Sewer Study/ Engineering services	7,421	22,358

**GROSSE POINTE PARK RESOLUTION
AUTHORIZATION
OPT OUT PROVISION
(Exemption from the Requirements of Public Act 152 of 2011)**

WHEREAS, the Publicly Funded Health Insurance Contribution Act 152 of 2011, enacted by the legislature of the State of Michigan on September 27, 2011 ("Act"), is intended to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions; and

WHEREAS, under the provisions of the Act public employees in the state of Michigan are to adopt, by January 1 of each year, provisions providing for a hard cap on employer contributions to employee health care or a cost sharing arrangement by which public employers pay 80% of health care premiums with employees paying the other 20%, and

WHEREAS, the Act requires that public employers choose certain cost-sharing obligations for public employee health insurance premiums; and

WHEREAS, Section 8 of the Act allows that, by a 2/3 vote of its governing body each year, a local unit of government may exempt itself from the requirements of the Act for the next succeeding year; and

WHEREAS, the City Council for the City of Grosse Pointe Park has historically recognized, in its role as a steward for the public funds entrusted to it, that it must efficiently manage those limited resources and traditionally engages in reviews of employee compensation packages to maximize both employee satisfaction and fiscal responsibility; and

NOW THEREFORE BE IT RESOLVED, that the City of Grosse Pointe Park, Michigan, elects to opt out of Public Act 152 of 2011 for the next succeeding year, 2023; and

BE IT FURTHER RESOLVED, that the City Council for the City of Grosse Pointe Park acknowledges its responsibility to revisit its options and responsibilities under Public Act 152 of 2011 on an annual basis.



CITY COUNCIL MEETING

DATE: November 28, 2022

SUBJECT: Fiscal Year 2023 Budget Amendment

SUMMARY: To provide a budget amendment to the water/sewer fund for an alley reconstruction for the new public works building.

FINANCIAL IMPACT: \$157,503.00

RECOMMENDATION: The administration recommends approval for this acquisition as it relates to the alley construction that must be completed.

PREPARED BY: Jane M. Blahut, Finance Director

memorandum

Date: November 23, 2022

To: Nick Sizeland, City Manager

cc: File

From: Patrick M. Droze, P.E.

Re: Monthly Progress Report

This monthly progress report is provided for the period of October 13, 2022 through November 23, 2022. This report includes a summary of ongoing efforts with system assessment, sewer model development, active site projects and community engagement.

SEWER TELEVISION AND MANHOLE CONDITION ASSESSMENT

Pipetek crews have completed CCTV inspections of all accessible portions of the City's sanitary sewer system. OHM has received the provided data for sewers and manhole inspections. As part of this, OHM has reviewed the data for completeness and has also begun evaluation of the scores assigned to pipe and manhole assets. This information has been used to determine the locations of sewer assets where repair or rehabilitation is essential to maintain the sewer system and also defer high-dollar emergency repair work in the future. As mentioned previously, it is suggested that the City perform a more detailed evaluation of this data as part of an asset management plan.

COORDINATION WITH AGENCIES

■ Department of Environment, Great Lakes and Energy (EGLE)

A meeting was held on 10/31/2022 with EGLE to update staff on model progress. OHM provided a meeting summary on 11/3/2022. OHM anticipates a follow-up modeling meeting to review the Part 41 application in December.

ST CLARE MONTEFALCO CHURCH

Construction plans have been approved on September 9, 2022. The project can advance to construction upon approval of the water main by EGLE. At the time of this report, the permit has not yet been received.



SEWER RELIEF SYSTEM AT PATTERSON PARK PROJECT (aka EERV)

OHM continues to meet with EGLE to discuss sanitary sewer project update, and the EERV model. Other updates are provided below:

Permit

The most recent meeting with EGLE resulted in the OK from EGLE staff to submit an updated application via MIWATERS (EGLE's online permitting portal). The updated plans, specifications and a basis of design document were submitted to EGLE on 11/23/2022.

SCADA System

As mentioned last month, City Staff, Kennedy Industries, RESA Power and OHM performed a full system evaluation of the Patterson Park Stormwater Pumping station SCADA controls system. As part of this evaluation, short term and long term recommendations were provided to the City.

SRF Grant

On August 1, 2022, FEMA announced the selected BRIC Grant applicants. Unfortunately, Grosse Pointe Park did not receive a grant for the EERV. FEMA selected 53 projects from the 788 national applicant pool.

DOWNSPOUT DISCONNECTIONS

No additional work has been performed on downspout evaluations. OHM understands that the City is integrating downspout inspections into the permitting process to help identify and correct connected downspouts as they are identified.

MODEL DEVELOPMENT – HYDROLOGY AND HYDRAULICS

The models continue to be refined based on discussions with EGLE. The refinements are focusing on the routing of flow through the system (versus a steady state model). The model has been submitted to EGLE for review with follow up meetings held to increase understanding of assumptions and functionality. The findings of the model have been captured within the Basis of Design report submitted with EGLE Part 41 permit.

The OHM modeling team is also reviewing alternatives for other hydraulic improvements within the southern section of the City. Depending on effectiveness of these improvements, these may be added to the future CIP.



CAPITAL IMPROVEMENT PROGRAM

OHM provided Baker/Tilly with the updated Capital Improvement Plan along with cost estimates for the work.

JEFFERSON AVENUE SEWER

An updated cost estimate for the Jefferson Avenue Sewer (Maryland to Lakepointe) was prepared. Pending authorization, from Staff, OHM will develop a proposal for design work with construction to occur during the summer of 2023. The preliminary routing and ultimate drainage area will include several areas along Jefferson Avenue.



Figure 1 - Jefferson Avenue Storm Sewer Area

FUNDING

City staff and OHM submitted three (3) applications (Intent to Apply) to the Michigan Department of Energy, Great Lakes and Energy State Revolving Fund (SRF). These applications included:

- Alley Separation Projects: This project includes a city-wide effort to locate and separate alleys and other connected impervious areas. The project will target those areas with the highest contributing drainage areas that can be disconnected cost effectively. These types of projects are likely to score high within EGLE's updated scoring criteria.
- Asset Management: Using the previously completed sewer televising and manhole inspections, identify high priority sewers for repairs. These are segments with PACP and MACP scores of 4 and 5. Based on a review of the data, the City will have viable sections for consideration.
- Jefferson Pumping Station Upgrades: This includes potential pump replacements, switchgear upgrades, electric updates, and modernized control systems.

The City will work to determine which projects to carry forward within a project plan if deemed a viable funding source. Preliminary feedback from EGLE has indicated that a high volume of applications have been received.



LOOK AHEAD

Within the next few months, we anticipate the following items will be completed:

- Work with staff on future projects to asset management and rate setting assistance
- Issue EERV for public bidding
- Development of bidding documents for 2022-2023 Sewer Cleaning

**CITY OF GROSSE POINTE PARK
WAYNE COUNTY, MICHIGAN**

**RESOLUTION TO HONOR BODMAN LAW FIRM FOR ITS DEDICATED PUBLIC
SERVICES TO THE CITY OF GROSSE POINTE PARK AS CITY ATTORNEY**

WHEREAS, the Bodman Law Firm practices in Banking & Financial Services, Corporate/Mergers & Acquisitions, Municipal, Aviation Law & Finance, Construction, Health Care, Environmental, Enterprise Procurement, Real Estate, Intellectual Property, Data Privacy & Security, Tax, Trusts & Estates, Labor & Employment, Bankruptcy, and Insurance, and;

WHEREAS, the Bodman Law Firm has provided services to Michigan communities for more than 70 years including Grosse Pointe Park as general counsel, prosecution, bond counsel or special counsel in workplace, environmental, litigation and other issues, and;

WHEREAS, the Bodman Law Firm has assisted the City Council, Commissions, Downtown Development Authority and Tax Increment Finance Authority in conducting their meetings in an orderly fashion serving as the Parliamentarian, crafter of motions, and advisor on the Open Public Meetings Act and other applicable laws, and;

WHEREAS, the Bodman Law Firm has provided City Administration with advice on procedural matters, legal requirements, and new state and federal legislation, and;

WHEREAS, Herold “Mac” Deason served as City Attorney and formerly lived in Grosse Pointe Park, and;

WHEREAS, two of its most recent City Attorneys Dennis Levasseur and Jake Howlett currently call Grosse Pointe Park home, raised their families in and provided fair, accurate and unbiased legal advice to the community, and;

WHEREAS, the Bodman Law Firm was recently awarded in the *U.S. News & World Report* in association with *The Best Lawyers in America*, has named the firm to its 2023 “Best Law Firms” list both nationally and in multiple Michigan markets, and;

WHEREAS, Today, with Carrie Leahy as chair, Bodman continues to uphold a strong standard of legal knowledge, professionalism, and client service and;

NOW, THEREFORE, BE IT RESOLVED, that I Mayor Hodges and the Grosse Pointe Park City Council hereby honor the dedicated public service of the Bodman Law Firm on the 28th day of November, 2022

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor

City of Grosse Pointe Park, Michigan

It was moved by Member and supported by Member to adopt the Resolution.
Members Voting Yes:
Members Voting No:

The Resolution was declared adopted by the Mayor and has been recorded in the Resolution Book.

Jane Blahut, City Clerk
City of Grosse Pointe Park, Michigan



CITY COUNCIL MEETING

DATE: November 28, 2022

SUBJECT: Consideration for Sale of Real Property

SUMMARY: The City of Grosse Pointe Park purchased the former Pitters property located at 2170, 2174, 2180, 2186, 2194, 2226 and 2500 Alter Rd back in 2016 for a total of \$392,000. The Council approved the purchase in June of 2016 and closing on the property occurred in December of 2017. The last payment for the land contract was paid in January 2022.

The City purchased the property in 2016 due to (i) the property being used by the Department of Public Works to aid with the then-planned Public Works building that was to be located in Detroit, (ii) rumors and concerns that the property would be utilized for a used car dealer, and (iii) a desire to influence future redevelopment in the area.

The property is entirely located in the City of Detroit District Zoning Map 32. Detroit's zoning of the property is primarily (PD) Planned Development District except for one parcel that is zoned R2 Residential. The PD District allows for residential, retail and local services, industrial, mixed use, parks and open space and other uses. The regulations of the district are designed to accomplish this by permitting flexibility in overall development while ensuring adequate safeguards and standards for public health, safety, convenience, and general welfare.

Multiple entities have contacted the City expressing interest in the property and discussions with the City of Detroit revealed they would like to see this property further developed. With future development taking place on Kercheval and Alter Rd, the redevelopment on the corner of Mack and Alter, and future development discussions taking place on properties in the area, the City Administration is recommending the City Council consider selling the property to allow for the highest and best use that further develops Alter Rd and the border between Detroit and Grosse Pointe Park.

Per the City Charter and Code, a sealed competitive bid process is required to sell real property. However, this sealed bidding process may not be the most effective and appropriate course of action for selling this property. It is recommended that enlisting the services of a real estate agent to market the property is the best course of action. A realtor with commercial sales experience can help assist with:

1. Providing a market analysis of the property;
2. Facilitate comprehensive marketing of the property, through various methods;
3. Ensure that the City receives a price/proposal that accurately captures the true value of the property.

Utilizing the services of a realtor to sell the property will still result in bids that the City Council will be able to consider. However, given the requirements in the Charter and Code, utilizing the services of a realtor is technically not a sale via "competitive bids." The Charter allows for the Council to pass a formal, unanimous resolution based on the written recommendation of the City Manager to allow for the property to be sold utilizing the services of a realtor. In the event that the Council cannot produce

a unanimous vote, the only way for the property to be sold would be via a sealed competitive bid which would require a simple majority vote of the Council to proceed.

FINANCIAL IMPACT: There is no financial impact of this request at this time.

RECOMMENDATION: Motion to adopt the resolution as prepared by the City Attorney.

PREPARED BY: Nick Sizeland, City Manager



Daniel J. Kelly
Ralph (Skip) Maccarone
Brittney K. Ellis
Nancy L. Olind
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**CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION
SUBJECT TO PRIVILEGE**

November 23, 2022

Grosse Pointe Park City Council
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Re: Pitters/Alter Road Property Sales

Dear Council:

Attached for Council's review is a proposed Resolution to accomplish the following: (1) approve the sale of the "Pitter's Property;" (2) waive the formal sealed bidding process for the sale of property; and (3) authorize the City Manager to utilize the services of a realtor for the sale and listing of the subject property (**Exhibit "A"**).

Our Firm was asked to provide guidance on the appropriate procedure to sell City-owned real property, commonly referred to as the "Pitter's Property," and to review the property's history to determine if there are any zoning restrictions that would prevent the sale of the Pitter's Property.

I. Sale of Real Property Procedure

Generally, for the sale of real property owned by the City, the City Charter and Code provides that the City Manager, or their designee, will be responsible for the sale of all City Property. For transactions involving real property, there are two avenues available to the City: (1) follow its competitive bidding process, or (2) waive its formal competitive bidding process. The competitive bidding process in Sec. 2-248 of the City Code applies to any sale of City Property over \$5,000. The procedure applies uniformly for purchases, procurement of contractors for construction projects, and the sale of real and personal property. In our opinion, the steps for notice, soliciting bidders, and bond/performance guarantee may not always be applicable to, or practical for, the sale of real property.

In our opinion, for the sale of real property, the City would realize more competitive offers by waiving competitive bidding and, instead, obtain the services of a qualified, licensed realtor to assist in the process. If the City were to proceed with competitive bidding, the professional experience a realtor could provide would be frustrated by procedural requirements that may only be performed by the City Manager pursuant to the City Code.

Given the above, if the Council agrees to move forward with the sale of the property, we recommend the Council unanimously approve the waiver of the competitive bidding process conditioned on the City Manager obtaining the services of a realtor to assist in selling the properties for a price that is most advantageous for the City.

Once a realtor is selected, any Listing Agreement would come back before Council for approval. Once a realtor is approved, the City Manager and realtor will work together to list the property, solicit bids, and receive competitive offers. Once a satisfactory number of bids are obtained, based on the discretion of the City Manager, the offers will be brought before Council for final approval so the City Manager and realtor can proceed to closing.

Pitters/Alter Road Property Zoning/Restrictions

By way of background, please see the attached **Exhibit “B,”** which explains the purpose for which the Pitters Property was originally purchased on December 21, 2017. Currently, the lots are primarily being used for storage for various City utility providers. The properties in question are on the east side of Alter Road in the City of Detroit (**Exhibit “C”**), bordering the City, and include 7 total contiguous parcels.¹

2500 Alter Road is currently zoned as Two-Family Residential District (“R2”), while the other properties, 2226-2170 Alter Road, are Zoned as Planned Development (“PD”). Our review did not reveal any restrictions/encumbrances on 2500 Alter Road. The properties commonly known as 2226-2170 Alter Road, per a City of Detroit 1997 Ordinance Amendment, have conditions with regard to setbacks, fencing, vegetation, and natural barriers. (**Exhibit “D”**)

-
1. 2500 Alter Road, Parcel ID No. 21062762;
 2. 2226 Alter Road, Parcel ID No. 21062757-61;
 3. 2194 Alter Road, Parcel ID No. 21062756;
 4. 2186 Alter Road, Parcel ID No. 21062755;
 5. 2180 Alter Road, Parcel ID No. 21062754;
 6. 2174 Alter Road, Parcel ID No. 21062753; and
 7. 2170 Alter Road, Parcel ID No. 21062752.

Grosse Pointe Park City Council
November 23, 2022
Page 3

If the Council is in agreement to approve the attached Resolution, an appropriate motion would be:

“I move to adopt the 'Resolution for the Sale of Property to approve the sale of the Alter Road Properties and authorize the City Clerk to certify and file same.”

If you have any other questions, please do not hesitate to contact our office.

Very truly yours,

THE KELLY FIRM, PLC

Jake Mertes

Jake Mertes

Exhibit A

**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN**

RESOLUTION FOR SALE OF PROPERTY

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on _____, 2022.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and seconded by _____:

WHEREAS, on or about December 21, 2017, the City of Grosse Pointe Park (“City”) purchased the following properties (collectively referred to as the “Pitter’s Property” or the “Property”), located within the City of Detroit, which include:

1. 2500 Alter Road, Parcel ID No. 21062762;
2. 2226 Alter Road, Parcel ID No. 21062757-61;
3. 2194 Alter Road, Parcel ID No. 21062756;
4. 2186 Alter Road, Parcel ID No. 21062755;
5. 2180 Alter Road, Parcel ID No. 21062754;
6. 2174 Alter Road, Parcel ID No. 21062753; and
7. 2170 Alter Road, Parcel ID No. 21062752;

WHEREAS, the City originally purchased the Alter Road Properties in 2017;

WHEREAS, after a preliminary analysis, the City Manager makes the recommendation to City Council to sell the Property in that the sale of the Property would be in the best interest of the City;

WHEREAS, the City Manager recommends forgoing the sealed competitive bidding process as set forth in the Code under Sec. 2-249 for sale of Property over Five Thousand (\$5,000) Dollars for the following reasons: (1) the competitive bidding process would not be practical and/or (2) the competitive bidding process would provide no advantage in obtaining a sale that is most advantageous for the City when compared to utilizing the services of a realtor;

WHEREAS, the City Manager has submitted a request to the Council to forego the formal sealed competitive bidding process and authorize the City Manager as the Purchasing Agent of the City to obtain the services of a realtor.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby authorize the sale of the Properties identified herein located on Alter Road in the City of Detroit;

BE IT FURTHER RESOLVED, as provided in Sec. 2-249 of the City Code, at the written recommendation of the City Manager, the Council hereby waives the competitive bidding procedure in Sec. 2-248 of the City Code, as it is not practical and/or would not provide an advantage to the City;

BE IT FURTHER RESOLVED, in lieu of competitive bidding, the Council hereby grants the City Manager authority to hire and utilize the services of a qualified and licensed realtor who has familiarity with the type of property being sold and/or the location so the City receives offers that would be the most advantageous to the City with the understanding that any Listing Agreement between the City and the realtor would require approval by the Council;

BE IT FURTHER RESOLVED, that the Council will have final authority on whether or not to accept any offers received by the City Manager with the assistance of a realtor.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2022, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2022.

Clerk Jane Blahut
City of Grosse Pointe Park

Exhibit B

Nick Sizeland

From: Nick Sizeland
Sent: Tuesday, September 7, 2021 3:41 PM
To: citycouncil
Cc: blahutj; 'Jake Howlett (jhowlett@bodmanlaw.com)'
Subject: Pitters and Alter Discussion

Hello Mayor and Council,

Below is a summary with FAQ's regarding the questions about the Pitters Property and Alter Rd properties. Please bear in mind that Jake and I are not complete with our entire review however we wanted to keep you aware.

Pitters Property

The Pitters Lot Agreements for the property on Alter Rd were signed on Dec 21, 2017 between the former City Manager and Phil Pitters in the form of a land contract for \$285,000 with a \$85,000 deposit and \$200,000 financed over four years at 5% interest and in a landscape services consulting agreement for \$107,200. The final payments under the land contract include \$27,687 in December for the completion of the land contract, at which point the deed and full title will be in the city's name. There is one more \$6,700 payment left under the landscape services consulting agreement due on January 1. The contract obligates the city to pay the rest of the amount if we were to terminate.

During a closed door session at the Council's June 13, 2016 meeting, the City Council authorized and approved the City Manager pursuing the Pitters Lot purchase, The City Council voted unanimously. The former City Manager then negotiated the purchase with Phil Pitters and the former City Manager signed the agreements in December of 2017.

Why was the Pitters Lot pursued?

The City's rationale for purchasing the Pitters lot include:

1. The City was in pursuit of moving from its current Public Works building and this was seen as potential location for a DPW Yard
2. Rumors/concerns about Pitters selling the lot to a used car dealer
3. Clean up the back parking lot on Barrington at Windmill Pointe Park if moved materials from park parking lot to Pitters property
4. Potential for future redevelopment

Invoices

A question was raised why payments for the pitters lot is not on the finance report. The report provided for in your council packet is for invoices of product or services rendered \$5,000 and above. Land purchases or bonds with debt payment schedules are already approved by the elected or appointed body one time and are submitted to our finance department for payment.

Audit

Ramie E Phillips is our auditor for the City, had worked with other local governments and complies with Michigan Auditing Standards. He reviews all land purchases for the City and ensures they are booked properly in the city budget. At the time of these purchases and subsequent years after Mr. Phillips reviewed and confirmed this complied with auditing standards. We informed Mr. Phillips prior to this discussion that we would be pursuing an RFP for fy22 auditing services.

Has the City been using the Pitters lot?

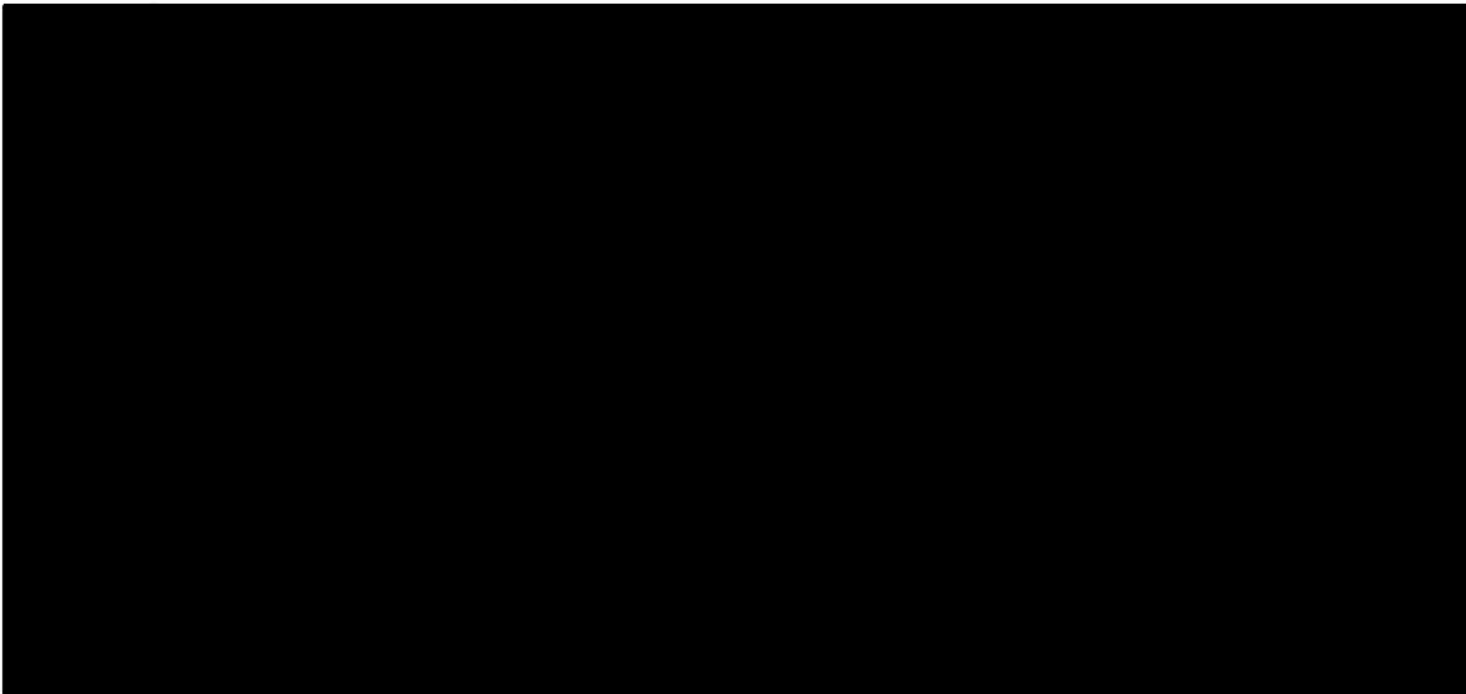
Yes, since 2018 DTE/Infrasource had stored landscape material at the Pitters lot as part of the gas main upgrade. DPW has stored sand and pea gravel that is used for water main breaks at the site. Pitters also has a site on Algonquin in Detroit that has been used for storage of large snow plows which is unrelated to these agreements.

Why is the 107,200 being charged to the Water/Sewer Fund?

The reason some of the payments are charged to the water sewer fund because the majority of being water/sewer related for water main breaks.

Why was the 285,000 charged to the Capital Improvement Fund?

This is a Capital Purchase. The Land Contract is charged to the fund as this was seen as a potential for DPW and to improve the lot for their use and due to the lack of storage to house material for the water board.



Nick Sizeland, City Manager
City of Grosse Pointe Park
Direct: (313) 822-4361
sizelandn@grossepointepark.org



Exhibit C

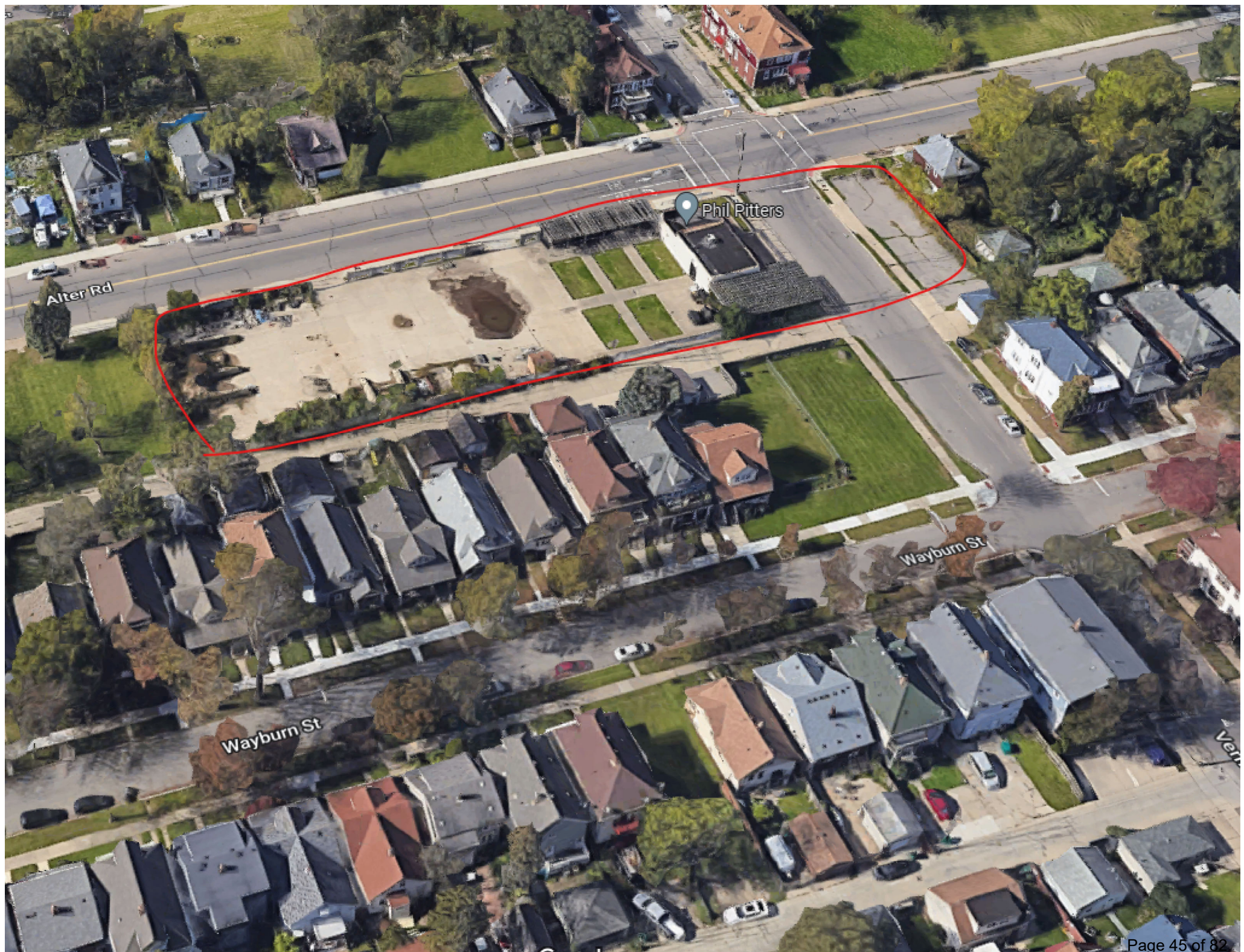


Exhibit D

**NOTICE
OF
ENACTMENT OF ORDINANCE
TO: THE CITIZENS OF DETROIT,
MICHIGAN.**
On July 30, 1997, the City Council
adopted the following Ordinance:
**ORDINANCE NO. 29-97
CHAPTER 61
TO AMEND DISTRICT MAP NO. 32
TO SHOW A PD ZONING
CLASSIFICATION WHERE A R2
ZONING CLASSIFICATION
CURRENTLY EXISTS ON PROPERTY
GENERALLY BOUNDED BY
VERNOR HWY., KERCHEVAL
ALTER ROAD AND THE GROSSE
POINTE PARK CITY LIMITS.**
**AN ORDINANCE to amend Chapter 61
of the 1984 Detroit City Code, which
is the Detroit Zoning Ordinance,
Ordinance 390-G, as amended, by
amending Article XV, District Map
No. 32, to show a PD (Planned Develop-
ment) zoning classification where a
R2 (Two-Family Residential Dis-
trict) zoning classification currently
exists on property generally bound-
ed by Vernor Highway, Kercheval,
Alter Road and the Grosse Pointe
Park city limits.**
IT IS HEREBY ORDAINED BY THE

**PEOPLE OF THE CITY OF DETROIT
THAT:**

Section 1. Article XV, District Map No.
32, Chapter 61 of the 1984 Detroit City
Code, Detroit Zoning Ordinance, Ordi-
nance 390-G, as amended, be amended
as follows:

District Map No. 32 be amended to
show a PD (Planned Development) zon-
ing district classification where an R2
(Two-Family Residential District) zoning
classification is currently shown for prop-
erty generally bounded by Vernor High-
way, Kercheval, Alter Road, and the
Grosse Pointe Park city limits, also com-
monly known as 2226-2170 Alter Road,
and more specifically described as Lots 3
and 4 of "East End Manor Subdivision" as
recorded in Liber 38, Page 31 Plats,
Wayne County Records. Also, Lots 39-46
of "Schiappacasse's Subdivision of Lot 5"
as recorded in Liber 37, Page 61, Plats,
Wayne County Records.

Section 2. The City Council approves
the site plan, building elevations and other
development proposals for the develop-
ment project proposed by the Phil Pitters
Company and Michelle and Phil Pitters,
and described in the drawings prepared
by ArcEnomics dated March 3, 1997,
subject to the following conditions.

1. That the site plan and elevations be

revised to show the following:

a. the inclusion of a three (3) to five(5)
foot setback consisting of low shrubs
along Alter Road;

b. the installation of a six (6) foot wood
fence along the southern property line;
and

c. the inclusion of three (3) deciduous
trees within the southern property line
adjacent to the six (6) foot wood fence.

2. That final site, elevation, and land-
scaping plans be submitted to the City
Planning Commission staff for its review
and approval to determine consistency
with preliminary plans approved by the
City Council, prior to or at the time of
application for a building permit.

Section 3. All ordinances or parts of
ordinances in conflict herewith be, and
the same are, hereby repealed.

Section 4. This ordinance is declared
necessary for the preservation of the pub-
lic peace, health, safety, and welfare of
the people of the City of Detroit and is
hereby given immediate effect.

(J.C.C.P.)

Passed:

Approved:

Published:

Effective:

July 18, 1997

July 30, 1997

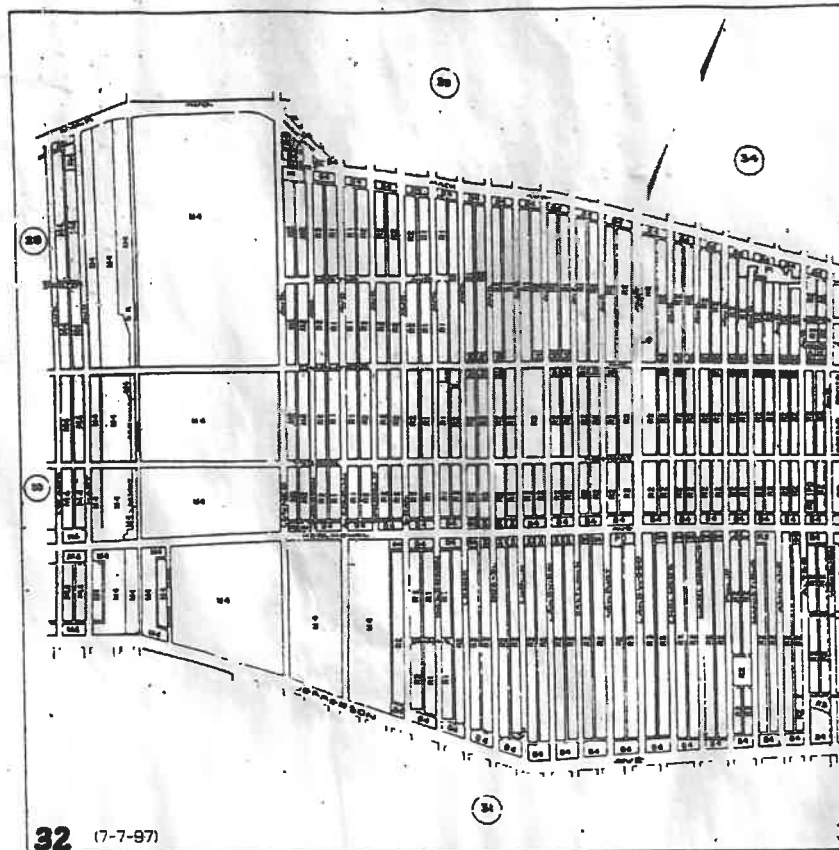
August 7, 1997

August 12, 1997

August 12, 1997

JACKIE L. CURRIE

City Clerk



**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN**

RESOLUTION FOR SALE OF PROPERTY

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on _____, 2022.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and seconded by _____:

WHEREAS, on or about December 21, 2017, the City of Grosse Pointe Park (“City”) purchased the following properties (collectively referred to as the “Pitter’s Property” or the “Property”), located within the City of Detroit, which include:

1. 2500 Alter Road, Parcel ID No. 21062762;
2. 2226 Alter Road, Parcel ID No. 21062757-61;
3. 2194 Alter Road, Parcel ID No. 21062756;
4. 2186 Alter Road, Parcel ID No. 21062755;
5. 2180 Alter Road, Parcel ID No. 21062754;
6. 2174 Alter Road, Parcel ID No. 21062753; and
7. 2170 Alter Road, Parcel ID No. 21062752;

WHEREAS, the City originally purchased the Alter Road Properties in 2017;

WHEREAS, after a preliminary analysis, the City Manager makes the recommendation to City Council to sell the Property in that the sale of the Property would be in the best interest of the City;

WHEREAS, the City Manager recommends forgoing the sealed competitive bidding process as set forth in the Code under Sec. 2-249 for sale of Property over Five Thousand (\$5,000) Dollars for the following reasons: (1) the competitive bidding process would not be practical and/or (2) the competitive bidding process would provide no advantage in obtaining a sale that is most advantageous for the City when compared to utilizing the services of a realtor;

WHEREAS, the City Manager has submitted a request to the Council to forego the formal sealed competitive bidding process and authorize the City Manager as the Purchasing Agent of the City to obtain the services of a realtor.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby authorize the sale of the Properties identified herein located on Alter Road in the City of Detroit;

BE IT FURTHER RESOLVED, as provided in Sec. 2-249 of the City Code, at the written recommendation of the City Manager, the Council hereby waives the competitive bidding procedure in Sec. 2-248 of the City Code, as it is not practical and/or would not provide an advantage to the City;

BE IT FURTHER RESOLVED, in lieu of competitive bidding, the Council hereby grants the City Manager authority to hire and utilize the services of a qualified and licensed realtor who has familiarity with the type of property being sold and/or the location so the City receives offers that would be the most advantageous to the City with the understanding that any Listing Agreement between the City and the realtor would require approval by the Council;

BE IT FURTHER RESOLVED, that the Council will have final authority on whether or not to accept any offers received by the City Manager with the assistance of a realtor.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

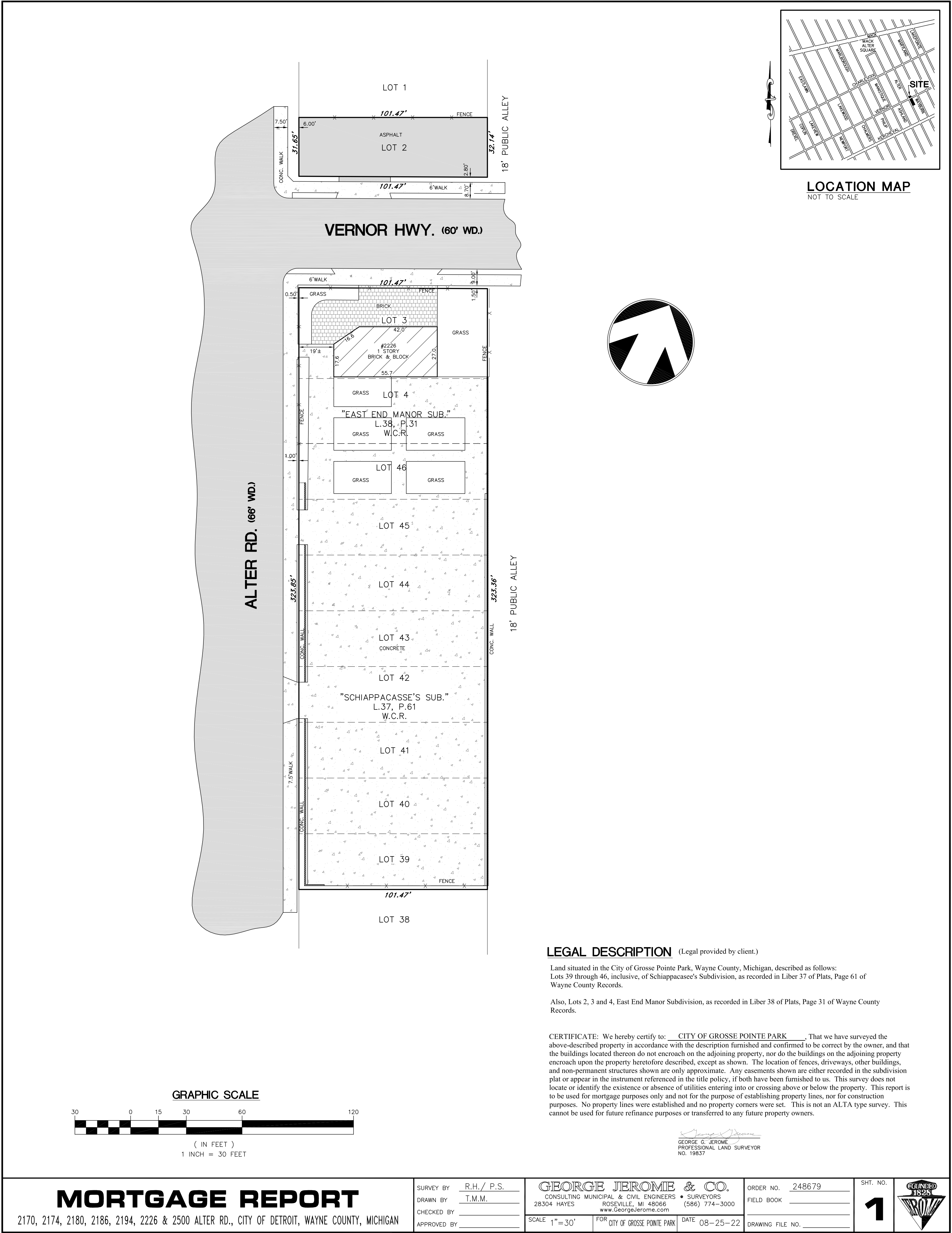
CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2022, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2022.

Clerk Jane Blahut
City of Grosse Pointe Park





CITY COUNCIL MEETING

DATE: November 28, 2022

SUBJECT: Windmill Pointe Park Marina Redevelopment Proposal

SUMMARY: The Windmill Pointe Park Marina infrastructure is reaching the end of its useful life as the most significant rehabilitation and construction occurred in the 1950's. The City is interested in planning for reconstruction of the facility to meet modern standards and current/future demand. In 2021, the City hired Hubbel Roth & Clark to conduct a marina condition assessment and the report identified a number of concerns. That report estimated the cost to completely redo the marina at around \$10-13 million dollars. In discussions with potential vendors, the following issues need to be addressed, at a minimum, for the future of the Marina:

- Electric system
- Sanitary pumpout system
- Potable water distribution
- Lighting Entry/exit
- Seawall damage
- Dock condition & slip mix
- Basin agitation
- Safety and accessibility

With the condition assessment in hand, the City asked qualified architects/engineers to submit proposals for design renderings of what the future Windmill Pointe Park Marina could be. This work includes providing the City with multiple options to understand the cost of rehabilitation or a complete makeover of the marina. City Administration is recommending Abonmarche for consideration over Fleis & Vandenbrink due to cost and local experience. Abonmarche has worked with the cities of St. Clair, Grosse Ile, Grosse Pointe Shores and Muskegon to name a few. Abonmarche has three tasks in hand to complete, including an initial site evaluation and update to the condition assessment done by HRC, a community survey and multiple concept developments.

FINANCIAL IMPACT: Abonmarche

Total Cost: \$23,200

Fleis & Vandenbrink

Total Cost: \$37,200

RECOMMENDATION: Motion to approve Abonmarche proposal for a total cost of \$23,200 out of Marina Fund

PREPARED BY: Nick Sizeland, City Manager

November 23, 2022

Mr. Nick Sizeland, City Manager
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230
sizelandn@grossepointepark.org

Re: Windmill Pointe Park Marina - Initial Study

Dear Mr. Sizeland:

Abonmarche is pleased to present this proposal for an initial study of the redevelopment of the Windmill Pointe Park Marina.

The following will detail our understanding of the project, scope of services and fees.



Figure 1: Oblique Aerial, Courtesy Marinas.com

PROJECT UNDERSTANDING & QUALIFICATIONS

Per our recent discussions and site visit, Abonmarche understands that Windmill Pointe Park (WPP) Marina infrastructure is reaching the end of its useful life. The City of Grosse Pointe Park (GPP) is interested in beginning to plan for reconstruction of the facility to modern standards and current/future demand. In 2021, the City hired a consultant to complete an initial condition assessment of the facility and the report identifies a

number of issues. In our discussions with City staff, Abonmarche understands the following issues need to be addressed, at minimum:

- Electric system
- Sanitary pumpout system
- Potable water distribution
- Lighting
- Entry/exit seawall damage
- Dock condition & slip mix
- Basin agitation
- Safety and accessibility



**Figure 2: WPP Marina,
September 2022**

In conceptualizing updates to the facility, Abonmarche understands that other opportunities may be considered, such as youth sailing programs, public access, and expansion of personal watercraft accommodations, among others.

Abonmarche specializes in the feasibility, design, and construction administration of private and public marina/waterfront projects. Our experienced and professional staff includes coastal and structural engineers, waterfront planners, surveyors, construction specialists and landscape architects. These in-house capabilities, combined with our extensive project experience, has earned our company a reputation as experts in waterfront engineering, planning and development.

Abonmarche staff has consulted on freshwater marinas in four of the five Great Lakes, and nearly all of the State of Michigan's 83 harbors of refuge. Recent marina evaluation/master planning/design projects have included:

- New Buffalo Municipal Marina Preliminary Engineering Study, New Buffalo, MI
- Harbor 31 Marina Layout & Permits, Muskegon, MI
- St. Clair Broadside Dock Preliminary Engineering Study, St. Clair, MI
- Grand Haven Municipal Marina Preliminary Engineering Study, St. Clair, MI
- F. Grant Moore Marina Phase I & Master Plan, Boyne City, MI
- Hartshorn Marina Preliminary Engineering Study, Muskegon, MI
- Sammie L Maletta Public Marina Master Plan, Portage, IN
- Leelanau Wine Cellars Marina Improvements, Omena, MI
- Ford Yacht Club Initial Concepts Development, Grosse Ile, MI

We are familiar with major dock manufacturers, marine contractors, and the regulatory and code requirements that impact design and construction of marinas. Abonmarche looks forward to the opportunity to assist GPP with the redesign and reconstruction of WPP Marina.



SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Initial Site Evaluation and Condition Assessment

Abonmarche will visit the site to meet with you and to review conditions first-hand. We will confirm priorities, discuss your vision, and establish key milestones. During our site evaluation, we will review the condition of key components of the marina, including seawalls, docks, fendering, marina utility systems, walkways, lighting, ADA accessibility, and other site components. We will also discuss opportunities for new features in the marina, such as a youth sailing program/dock, wave attenuation/basin calming, or other ideas. During the site evaluation, it would be helpful to review record drawings of the seawalls, if available. After completion of the site visit, Abonmarche will prepare a summary report including observations, deficiencies, and recommendations regarding improvements, replacements, or repairs. After submittal of the condition assessment report, Abonmarche will plan to host a virtual meeting to review findings and discuss next steps.

Abonmarche will review the May 3, 2021 'Windmill Pointe Marina Condition Assessment' prior to the visit and our report will be intended to supplement the previous findings, where needed. Based upon discussions with City representatives, we understand that redevelopment of the marina is the likely path forward, so a fully detailed assessment of the existing docks, utilities, and other components which will be replaced is not necessary.

Task 2 – Community Survey

Abonmarche will assist the City in preparation of a virtual survey, intended to seek input from the community regarding the future of WPP Marina and its interface with the park. We will prepare a draft online survey for the City's review. After receiving comments, Abonmarche will publish and distribute the survey to marina users (utilizing contact information provided by the City) and via the City's website, as desired. The results will be intended to capture components and improvements which are important to the City's residents and marina users. The survey results will be presented in a summary report and referenced as initial concepts and refinements are developed.



Task 3 – Concept Development

After confirming the City's overall vision, Abonmarche will prepare up to three schematic concepts for the redevelopment of the facility. All concepts will utilize available aerial imagery as a base unless a recent survey is available in CAD format. We will prepare construction cost estimates for each of the concepts and review the concepts with you via a virtual meeting.

We will then work with the City to refine the concepts to a single 'preferred plan' and accompanying opinion of probable construction cost. This 'preferred plan' may then be utilized to evaluate budgets, develop phasing plans, identify funding, and begin subsequent public processes, as needed. Public input meetings and/or charrettes are excluded from this proposal, but Abonmarche will prepare a revised scope at your request.

SCHEDULE & MEETINGS

Abonmarche will begin the scope of work herein within three (3) weeks of authorization. We work with you to identify an appropriate schedule for each task herein, pending the City's desired timeframes and weather conditions. Pending weather conditions and our initial meeting, we anticipate completion of the scope herein within eight to twelve (8-12) weeks.

This proposal includes one (1) meeting in Grosse Pointe Park and up to three (3) virtual meetings. If additional site meetings or virtual meetings are required, Abonmarche will invoice for these meetings on a time and materials basis at our standard hourly rates.

EXCLUSIONS

Our proposal does not include any fees for obtaining record information or permit application fees. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Soil borings – geotechnical or environmental
- Wetland delineation or other special environmental studies; dive inspections
- Survey – boundary, bathymetric, topographic
- Preliminary engineering
- Regulatory/permitting/pre-application meeting
- Final engineering, bid document preparation
- Construction administration & materials testing



Once the above scope of work is completed, Abonmarche will work with the City to identify next steps and to prepare a scope of work for advancing the project through design, permitting, bidding, and construction. We will also discuss the potential for various funding/grant opportunities, pending eligibility.

FEES

Our fees to complete the above scope of services, including direct costs, are proposed for the following lump sum fees:

Task 1 – Initial Site Evaluation and Condition Assessment	\$ 5,000
Task 2 – Community (Virtual) Survey	\$ 3,300
Task 3 – Concept Development	\$ 14,900
Total Fee:	\$ 23,200

Your authorization of our standard professional services agreement (attached) will authorize us to commence with the work. If you have any questions or need further clarification, please feel free to contact me at our office.

Sincerely,
Abonmarche Consultants, Inc.



Michael Morphey, PE, LEED AP
Waterfront Group Dir./Sr. Project Manager

cc: Timothy R. Drews, PE, PTOE
Warren Rothe, Assistant City Manager
Chad Craig, Parks & Recreation Director
Chris Delmege, Park Supervisor

Attachments: Professional Services Agreement
Abonmarche Standard Rates
Abonmarche Resumes



Abonmarche Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: _____

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) _____ (Location) _____

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) _____

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.

26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.

27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.

29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.

30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.

32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.

34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.

35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

Engineering

Firm Principal	\$240-275
Senior Project Engineer/ Manager/ Group Director	\$180-205
Project Engineer / Project Manager	\$125-180
Staff Engineer	\$90-120
Landscape Architect	\$120-125
CADD Technician	\$70-120
Senior Construction Technician/Construction Technician/ Office Technician	\$65-105
Structural Engineer	\$180-190
Senior Urban Planner	\$130-140
Engineering Intern	\$40-50

Architecture

Lead Architect	\$175-190
Senior Licensed Architect/Project Manager	\$140-150
Project Architect/Project Manager	\$115-150
Architectural Draftsman/Designer	\$80-115
Architectural Intern	\$40-50

Surveying

Senior Surveyor/Project Manager/Group Director	\$120-140
Project Surveyor	\$110-130
Survey Crew Manager	\$105-115
Survey Crew Chief	\$80-105
Survey Technician	\$60-95
CADD Technician	\$70-95
One-Person Crew with Robotic Total Station	\$100

Digital Services

Group Director	\$200
GIS Specialist/Analyst	\$100-115

Auxiliary Services

IT Support Technician/Manager	\$150-180
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-90
Development Services Professionals	\$100-200

Effective 06/01/2022 Rates Subject to Change



EDUCATION

Michigan State University
Bachelor of Science,
Civil Engineering

REGISTRATION

Professional Engineer
Licensed:

Michigan, Indiana, Illinois,
Florida, and New York

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers Associate Member

Society of Naval Architects
and Marine Engineers

NOTABLE PRESENTATIONS

ACEC of MI "Coastal
Protection, Hard Armor to Soft
Setbacks," June 2020

Assoc. of State Floodplain
Mangers, National No-adverse
Impact Workshop "Developing
a No-Build Zone Ordinance,"
August, 2014

Michigan Boating Industry
Assoc. "Permitting for New and
Existing Marina Projects,"
December 2015

MI Society of Professional
Engineers "Design &
Construction of Modern
Floating Dock Systems,"
October 2015

MIKE MORPHEY, PE, LEED AP

WATERFRONT GROUP DIRECTOR/SENIOR PROJECT MANAGER

Mike is a licensed professional engineer in five states with nearly 20 years of experience in consulting engineering. His experience ranges from small parks to large-scale waterfront improvements to local and state transportation projects. Mike joined Abonmarche in 2016 after thirteen years of engineering consulting.

Mike leads the waterfront practice at Abonmarche, which includes engineering of marina, coastal, and dredging projects. His work has included marina consulting for facilities of all types and sizes, both domestic and international. Mike's work during the City of St. Joseph Coastal Engineering Study in 2011, coupled with a Lake Michigan water level rise in 2014 has resulted in extensive coastal engineering experience along the Michigan coastlines. He has worked on over 50 coastal projects, primarily on Lake Michigan, while continuing to provide marina consulting to private and public clients in the Great Lakes.

AREAS OF EXPERTISE:

COASTAL

Mike's experiences along the coastlines of the Great Lakes have included studies, monitoring, structure relocation, coastal armoring, beach nourishment, coastal setbacks, and associated regulatory needs. His comprehensive understanding of the regulatory process, construction costs, and coastal challenges contributes to successful decision making early in a project's development.

- City of St. Joseph Coastal Engineering Study (2012 and 2017 update)
- Lake Michigan Coastal Projects - 50+ projects on Lake Michigan since 2014 from Ludington, MI to Chicago, IL
- Private Homeowner Association Coastal Protection Projects
- High Water Impact Studies - City of South Haven, MI and New Buffalo, MI

MARINA

Mike has extensive experience in both public and private developments along lakes, rivers, and marinas, particularly those projects located on the Great Lakes. He is skilled at marina design and planning, marina permitting, marina construction administration, condition assessments and the application of modern standards (ADA, NEC, NFPA).

- Port of Rochester Marina, Rochester, NY
- F. Grant Moore Marina, Boyne City, MI
- New Buffalo Municipal Marina, New Buffalo, MI
- Grand Haven Municipal Marina, Grand Haven, MI
- Chicago 31st Street Marina, Chicago, IL
- South Side Marina Wave Mitigation Study, South Haven, MI
- East Tawas State Dock Renovation and Expansion, East Tawas, MI
- Hartshorn Marina, Muskegon, MI
- Harbor 31 Marina, Muskegon, MI
- Harbor Village Marina, St. Joseph, MI
- Marina Conditions Assessments on four of five Great Lakes
- Mackinac Island & Hammond Bay State Harbors, Dock Height Evaluation
- Brooklyn Bridge Park Marina, Brooklyn, NY
- Morgan's Point Pier Evaluation and Marina Development, Bermuda

DREDGING

Mike gained a wide range of experience with dredging projects during record low water levels experienced in the early 2010s. His work included project management, dredge design, regulatory, bathymetric survey, and construction administration

- 2013 State of Michigan Emergency Dredging Project - Grand Traverse Bay Marina (Gay, MI), Quanicassee River, Rogers City Yacht Harbor (Rogers City, MI), Cedar River State Harbor (Stephenson, MI)
- Mackinac Island State Harbor
- Harrisville Harbor (Harrisville, MI)
- Liberty Harbor (Bay City, MI)
- St. Joseph River (St. Joseph, MI)
- Washington Park Marina (Michigan City, IN)

MUNICIPAL & TRANSPORTATION

With project experience spanning multiple project types, Mike's work has included many municipal , site development, and transportation applications. During his time in Chicago, his experiences included site engineering, surveying, laser scanning, and large-scale transportation projects. Throughout his career, Mike has managed projects and applied sound, practical engineering principles to parks, streetscapes, and complex site developments.

- Whittaker Street Redevelopment/Streetscape (New Buffalo, MI)
- Weko Beach Dune Restoration & Stabilization (Bridgman, MI)
- Allegan District Library Site Engineering (Allegan, MI)
- Southwest Michigan College Nursing and Health Ed. Building (Dowagiac, MI)
- O'Hare International Airport, Runway 4R/22L (Chicago, IL)
- Illinois Tollway Open Road Tolling Plazas 37 & 51 (Chicago, IL)
- Lakefront Trail, CDOT (Chicago, IL)
- Loyola Central Green, Loyola University Medical Center (Maywood, IL)
- I-80/94, Burnham Ave. To US-41 (Lansing, IL)
- Chicago Transit Authority Red Line Aesthetic Improvements (Chicago, IL)



MARTIN RIVAS

COASTAL ENGINEER

Martin has worked on a variety of projects including shoreline revetment design, waterfront/marina design, civil engineering, landscape design, dredging, and land surveying. He has experience applying for and obtaining permits from state/local governmental agencies, construction administration, creating CAD drawings, and working closely with marine/general contractors to monitor construction progress from project start to finish.

AREAS OF EXPERTISE:

DESIGN AND ANALYSIS

Martin has experience in EGLE/USACE permit processing, preliminary engineering design, cost estimating, and preparing construction documents for both public and private shoreline projects located along rivers, marinas, and Lake Michigan. He is very proficient in utilizing AutoCAD Civil 3D for the development of permitting and construction plans and technical expertise in drafting detailed CAD drawings to scale for waterfront/marina design.

- (2020-2021) Shoreline revetment repair project: The Haven Condominium Association, South Haven, MI
- (2020-2022) Shoreline revetment repair project: Warwick Shores Condominium Association, New Buffalo, MI
- (2021-2022) Marina improvements project: City of Muskegon, Hartshorn Marina, Muskegon, MI
- (2021) Weko Beach Dune Stabilization project: Bridgman, MI
- (2021) Castle Park Splash Apron project, Holland, MI
- (2020-2021) Marina design project: Harbor 31 Marina, Muskegon, MI
- (2020-2021) Private riverbank and shoreline projects at various locations in MI

ENGINEERING STUDIES AND REPORTS

Martin has experience with creating various site visit reports and participating in technical studies which address feasibility and recommendations for capital improvements.

- (2021) City of Benton Harbor Ox Creek Site Evaluation Study
- (2020) City of St. Joseph Water Plant Revetment Analysis
- (2020) City of Benton Harbor Emergency Management High Water Flood Plan

COASTAL ENGINEERING

- Completed permitting for state and local shoreline and riverbank projects.
- Participated in various weekly and bi-weekly construction progress meetings to inspect and report on technical findings for marine-based projects.
- Prepared technical submittal reviews and review of geotechnical reports for various components of construction administration.
- Proficient in using CAD software to draft engineering design drawings.

MARINA/DREDGING

- Hartshorn Marina Redevelopment, Muskegon, MI
- New Buffalo Municipal Marina Utility Upgrades, New Buffalo, MI
- Harbor 31 Marina Development, Muskegon, MI
- Galien River Maintenance Dredging, New Buffalo, MI
- Berrien Hills Marina Development, St. Joseph, MI

EDUCATION

Texas A&M University -
Bachelor of Science,
Ocean Engineering

LEADERSHIP

Texas A&M University - Corps of
Cadets

Hollingsworth Center for Ethical
Leadership Certificate

PROFESSIONAL SOCIETIES

Society of Naval Architects,
& Marine Engineers (SNAME)
- Associate Member



CITY COUNCIL MEETING

DATE: November 28, 2022

SUBJECT: Cost Recovery Contract Award

SUMMARY: The cost recovery ordinance allows for the City to contract with a third-party contractor to manage and collect cost recovery charges that are assessed by the City. The ordinance requires that a contractor must be approved by the City Council. The Public Safety Department desires to enter into an agreement with R. Moore Solutions (RMS) to facilitate the Department's cost recovery efforts. RMS will handle all aspects of cost recovery, alleviating a staff person from this task.

I looked into two companies that deal in cost recovery, RMS and Cost Recovery Corporation (CRC). While there is no cost to the city, (see Financial Impact below), RMS's fee is 20% of the funds recovered and CRC retains 25%. In addition, RMS is recommended by the Michigan Association of Chiefs of Police. Attached for your consideration is a contract with an initial two-year term. This contract has been reviewed and approved by the City Attorney.

FINANCIAL IMPACT: There is no cost to the City for these services. The 20% charge by RMS will be built into the fee schedule to be developed by the Public Safety Department. This will ensure that the City receives 100% of our true costs and RMS is compensated for its services. It is important to remember that the City will primarily be seeking reimbursement from insurance companies, which is what RMS specializes in billing.

RECOMMENDATION: Recommend approval of the Agreement with RMS as presented.

PREPARED BY: Bryan Jarrell, Director of Public Safety

R. MOORE SOLUTIONS SERVICE AGREEMENT

This R. Moore Solutions Agreement ("Agreement") is made effective this ____ day of _____, 20____, by and between R. Moore Solutions LLC. ("RMS") an Ohio Limited Liability Company, with its principal office located at 2345 Liberty Rd., New Carlisle, Ohio 45344, and The City of Grosse Pointe Park, a Michigan Municipal Corporation, with its principal office located at 15115 Jefferson Avenue, Grosse Pointe Park, Michigan, 48230 (the "Client").

WHEREAS, RMS is a service company that provides billing and related services to providers of Public Safety Services;

WHEREAS, Client provides Public Safety Services and wishes to engage RMS on an exclusive basis to provide billing and related services to Client;

THEREFORE, in consideration thereof RMS and Client hereby agree as follows:

SECTION 1: RESPONSIBILITIES OF R. MOORE SOLUTIONS.

- A. RMS shall perform billing, collection and related services rendered by Client.
- B. RMS shall establish, communicate to Client, and monitor procedures for the implementation of RMS billing for the Public Safety Services. R. Moore Solutions shall instruct Client and its employees on procedures and information to provide the responsible party information to RMS for the Public Safety Services as necessary for RMS system billing and collection.
- C. RMS shall prepare and submit initial claim forms for the Public Safety Services to third-party payors.
- D. RMS shall notify Client if aware that additional documentation is necessary to substantiate a claim for the Public Safety Services either on initial submission of a claim or upon further inquiry by a payor or responsible party. If requested by Client, RMS can assist with the development of documentation sufficient to file a claim.
- E. RMS shall post payments it receives for the Public Safety Services.
- F. RMS shall provide telephone support during reasonable business hours to assist Payors and responsible parties who request information about their bills for Public Safety Services. RMS shall process all written and oral requests for information received by RMS pertaining to the Client's accounts in a timely manner.
- G. RMS shall send notification to the Client when a cost assessed to a responsible party for Public Safety Services pursuant to this Agreement has not been paid in full within 30-days of the responsible party having received its first Statement from RMS. "Responsible Party" shall be defined for purposes of this Agreement as set forth in City of Grosse Pointe Park Ordinance No. 233. RMS shall also send monthly letters requesting payment of past due Public Safety Services bills until such time as either:

1. The account is paid in full;
2. The Client informs RMS that it intends to authorize the City Attorney to initiate a suit in a court of competent jurisdiction to collect monies owed; or
3. RMS reasonably determines that payment will not be forthcoming; or has exhausted all efforts.

Client may require RMS to continue billing delinquent accounts on a case-by-case basis. Financial Hardship waivers are reductions and waivers of the Responsible Party, responsibility based on information from the individual on income and/or assets (e.g., the Federal Poverty Income Guidelines to establish poverty levels).

- H. Within fifteen (15) business days after the end of each month, RMS shall provide Client with the following information on Public Safety Services:
 1. A monthly report providing an alphabetized Responsible \Party listing for the particular month with dates of service and charges;
 2. A monthly receipt and adjustment report with payment dates, descriptions, amounts, adjustment dates, and adjustment amounts;
 3. A monthly report showing month-to-date and year-to-date Public Safety Services and amounts;
 4. A monthly report of accounts showing charges, receipts, and adjustments; and
 5. Other similar reports reasonably requested by Client.
- I. RMS shall appoint a liaison who shall be responsible for maintaining open lines of communication on all issues related to the billing and collection of the Public Safety Services and meet with Client or its representatives at such times as reasonably requested by Client.
- J. To the extent that RMS maintains computerized data and records on Client's Public Safety Services, RMS shall "back up" such data and records on a daily basis and shall keep such daily back-ups off site.
- K. RMS shall not collect fees in any manner that would violate State Law or the Client's adopted Ordinances, as may be amended.

SECTION 2: RESPONSIBILITIES OF CLIENT.

- A. Client is solely responsible for its operation of the Public Safety Services, including appropriate state and federal licensure and certifications of its personnel and equipment.
- B. Client shall establish the following procedures:
 - 1. Client shall implement usual, customary, and reasonable charges for the Public Safety Services.
 - 2. Client shall attempt to collect the information sufficient to file a completed claim from the involved parties when the Public Safety Services are provided, but will not delay or withhold services pending insurance information. Client will attempt to obtain the information to file a completed claim from the recipient of the services if the information was not collected at the time the services were rendered.
 - 3. Client shall at all times be ultimately responsible for obtaining and maintaining appropriate original supporting documentation sufficient for RMS to meet its duties hereunder, including but not limited to, completed copies of documentation (provided), the services rendered and equipment provided, and Responsible Party information and any signatures, notices, acknowledgements, consents and authorizations as may be necessary. Client shall submit to RMS within fourteen (14) business days of the date of service copies of all such supporting documentation.
 - 4. Client shall respond promptly to all reasonable requests of RMS relating to supporting documentation and information concerning the Public Safety Services. Client shall provide RMS, in writing, any additional information as may reasonably be requested by R. Moore Solutions in order to substantiate a Public Safety Services charge, either on initial submission or upon later inquiry by either the Responsible Party or a Payor.
 - 5. Client shall designate an Authorized Liaison who shall be responsible for maintaining open lines of communication on all issues relating to the subject matter of this Agreement and meeting with RMS or its representatives on a regular basis. Client represents and warrants that at all times the Authorized Liaison will have the authority to direct RMS on behalf of the Client.
 - 6. Client agrees that during the term and any renewal terms of this Agreement to place all of its Public Safety Services accounts with RMS and not to retain or engage any other person or entity to perform the same or similar functions for or on behalf of Client. However, the Client may, within its sole discretion, authorize the City Attorney to initiate a suit in a court of competent jurisdiction, upon receipt of notice from RMS that a cost assessed to a Responsible Party for Public Safety Services pursuant to this Agreement has not been paid in full within 30-days of the Responsible Party having received its first Statement from RMS Client shall promptly notify RMS if it intends to forward an action to the City Attorney in accordance with this section and RMS shall cease collections on the Account at issue.

SECTION 3: COMPENSATION.

R. Moore Solutions' compensation for its responsibilities under this Agreement shall be twenty percent (20%) of the total of each individual claim for public safety services collected on behalf of the Client. RMS shall only receive payment if RMS is successful in recovering an individual claim assessed for Public Safety Services.

RMS compensation shall not be reduced for any negotiated reduction in cost, unless agreed to in writing by the Parties. RMS shall make payment directly to Client within thirty (30) business days of the end of the preceding month beginning thirty (30) days after the first day of the "Term" as set forth in Sec. 5. RMS' base charges shall not change unless reimbursement levels from any third-party payor(s) materially change, in which case, the parties shall negotiate in good faith changes to RMS' base charges, with any changes being agreed upon in writing by the parties. If no agreement is reached within a timely manner, then RMS' charges as set forth in this section shall remain in effect.

SECTION 4: ALLOCATION OF RISK: LIABILITY INSURANCE.

- A. Each party to this Agreement shall be and remain legally responsible for its own acts or omissions, and for those of its affiliates, employees, and agents, who are involved by such party in matters related to this Agreement on such party's behalf, and each party to this Agreement shall be financially responsible for all damages, expenses, liabilities, or other costs of whatever kind that are determined by such court of competent venue to be caused by that party's acts or omissions.
- B. Throughout the term of this Agreement, each party shall, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance coverage consistent with prevalent standards in the community for each party. RMS shall also maintain an employee dishonesty policy. Client shall also maintain comprehensive professional liability insurance for the Public Safety Services. Client's agreement to these terms does not constitute a waiver of any immunity or defense of the Client or its employees, agents or representatives as may be available at law or in equity.
- C. The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters such as fires, riots, flood, strikes, shortages of fuel, power, raw materials or supplies, government orders, freight embargo, transportation delays, or acts of God, which are reasonably beyond the control of the party obligated to perform.
- D. Notwithstanding the foregoing, in no event shall RMS have any liability to Client or any Payor, whatsoever, for incidental or consequential damages. RMS shall not be liable for any overpayments to the responsible parties. Nor shall RMS be liable to Client or any Payor for any errors or omissions relating to any reports provided by RMS to Client deemed final

SECTION 5: TERM OF AGREEMENT.

- A. The term of this Agreement is for a period of 2 years beginning on the 1st day of December 2022. The agreement will renew automatically at the end of each term for additional period of one year, unless either party gives written notice to the other of termination of this Agreement, no later than thirty (30) business days prior to the expiration of the then current term of the Agreement.
- B. This Agreement may be terminated by RMS for good cause. Good cause to terminate by RMS shall exist if Client fails to make payment to R. Moore Solutions when due after written notice from RMS. Client shall have ten (10) business day opportunity to cure if Client fails to abide by any other term of the Agreement after written notice from RMS and failure to cure within (30) business days.
- C. For any reason or no reason at all, Client may terminate this Agreement by giving thirty (30) days written notice to RMS. Upon the termination of this Agreement, RMS shall continue to provide collection services for all accounts received for billing prior to the date of termination for at least six (6) months or such alternative time as the parties agree, in writing, and RMS shall be entitled to receive the compensation set forth in Section 3 for such continued services.

SECTION 6: RECORDS, AUDITS, AND CONFIDENTIALITY.

- A. Client Records. All original supporting documentation as set forth in Section 2 maintained by Client shall be the sole and exclusive property of Client. RMS and its authorized representatives shall have the right to inspect and copy Client's records upon request during reasonable business hours, solely for the purpose of verifying the Public Safety Services provided and calculating the compensation payable under Section 3
- B. R. Moore Solutions Records. Any copies of original documentation provided by Client to RMS and any information, data, files and records received, created, or used by R. Moore Solutions, and the intermediate material and the media upon which such data are inscribed, are the sole and exclusive property of RMS ("the R. Moore Solutions Records"). During the term of this Agreement, RMS shall make available the R. Moore Solutions Records upon request during reasonable business hours for inspection and copying by Client or its authorized representatives. At Client's sole expense, Client or its auditors may audit R. Moore Solutions handling of Client's Public Safety Services accounts from time to time to include a review of R. Moore Solutions billing efforts, the adequacy of cash controls, the promptness of recording and remitting payments, compliance with this Agreement, and any other reasonable audit procedures and tests.

- C. Confidentiality. RMS represents and warrants that it is Health Insurance Portability and Accountability Act ("HIPAA") compliant and shall maintain the confidentiality of any of Client's patient data, lists or records, fee schedules, financial records and statements, and any other information designated in writing as confidential or proprietary by Client to the extent permitted by law. Client shall maintain the confidentiality of RMS computer software and resulting, or related processes or documentation of the software used by RMS, methods of operation of its comprehensive billing services, and any other information designated in writing as confidential or proprietary by RMS.

SECTION 7: NON-SOLICITATION. Unless the parties otherwise mutually agree in writing, during the term and any renewal term of this Agreement, and for a one- (1) year period commencing with the later of the date the Agreement terminates or expires without renewal or the date RMS discontinues providing services under Section 5(C), each party agrees not to solicit for employment or engagement, or employ or engage, directly or indirectly, or through any third party rendering services on behalf of such party, anyone who was employed by the other party during the term and any renewal term of this Agreement.

SECTION 8: COMPLIANCE. Notwithstanding any other provisions of this Agreement, Client expressly agrees that R. Moore Solutions has the right to suspend submission of any and all claims if RMS finds evidence of misconduct on the part of Client or if any governmental entity issues any guidance, rulings or regulations that prohibit billing or any of the elections made by Client. RMS shall provide reasonable and timely notice to Client of such suspension and make reasonable and timely efforts to resolve the issue(s) leading to suspension of claim submission with Client. In the event that an investigation is required to resolve the suspension, each party agrees to cooperate in such investigation. R. Moore Solutions shall not be liable to Client for any failure to perform its obligations nor for any damages that do not result from its own negligence or fraud.

SECTION 9: MISCELLANEOUS.

- A. NOTICE. Any notice, request, consent and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received, if personally delivered or sent by telecopy, (b) within one day after being sent by a recognized overnight delivery service, or (c) within five days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below:

If to RMS:

R. Moore Solutions, LLC
P.O Box 428
New Carlisle, Ohio 45344
(937) 269-4860
Attention: Regina Moore Jones, CEO

If to Client:

City of Grosse Pointe Park
15115 Jefferson Avenue
Grosse Pointe Park, Michigan, 48230
Attention: Nick Sizeland, Manager

- B. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of each party to the Agreement, but no rights, obligations or liabilities of Client or RMS under this Agreement shall be assigned without the thirty (30) days prior written notice to the other party.
- C. Independent Contractor. It is understood and agreed that RMS is an independent contractor to Client, and there shall be no joint venture, partnership, agency or employment relationship between the parties.
- D. Partial Invalidity. The parties do not intend for any provision of this Agreement to violate any public policy, statutory or common law rules, regulations, treaties or decisions of any government, or any agency of any government. If any part of this Agreement is void, voidable or unenforceable, the remainder of the Agreement will continue to be valid and enforceable, and the offending term must be modified to the minimum extent necessary to make the Agreement valid.
- E. Entire Agreement; Modification. This Agreement and the attached Appendices constitute the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communications or agreements between the parties. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective without a writing signed by both parties.
- F. Construction and Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 3rd Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- G. Necessary Acts. The parties may execute this Agreement in any number of counterparts and shall execute any and all documents and perform any acts necessary to carry out the purposes and provisions of this Agreement.
- H. No Third-Party Beneficiaries. Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

The parties are signing this Agreement on the date stated in the introductory clause.

R. Moore Solutions, LLC.

The City of Grosse Pointe Park

By: _____

By: _____

Its: _____

Its: _____



CITY COUNCIL MEETING

DATE: November 28, 2022

SUBJECT: Phone System Award

SUMMARY: Our current phone system is a five year old NEC analog system using a copper wire based PRI circuit for connectivity. The City has a fiber data connection between our building and Grosse Pointe City for dispatch purposes to allow us to move calls back and forth between the two cities seamlessly. We currently have no back-up connectivity in place in case the primary path PRI Circuit fails. The lease with Graybar on our current equipment expires 12/15/2022. We have provided notice of our intent to terminate the current lease and lease new equipment.

Centaris is maintaining our current phone system and has been our support provider for over 10 years. They have quoted an NEC IP based phone system. This would eliminate our PRI as the primary phone circuit and move to an internet based IP source for calls. Since this is an NEC system it would have complete compatibility with the phone system in Grosse Pointe City for Public Safety use. The system would include a second data path for failover backup whereas during the storm event in June 2021 we had no backup and phones were down for a week.

The City also received a quote from MISwitch a local IP phone service provider. MISwitch would eliminate our PRI as the primary phone circuit and move to an internet based IP source for calls. However their costs are significantly higher than that of Centaris.

FINANCIAL IMPACT: Current costs are \$1,108/month for a 5 year old phone system, If Centaris agreement is approved, the City would save \$171.83/month under the new lease investment of \$936.70. Non approval of this quote would cost the City an additional \$39,715.80 over a 5 Year period. MiSwitch proposal cost over five years \$96,549.00.

RECOMMENDATION: Motion to approve system agreement from Centaris for \$56,202.00 for a term of five years

PREPARED BY: Nick Sizeland, City Manager

CUSTOMER: CITY OF GROSSE POINTE PARK

EXISTING NEC PHONE SYSTEM BUYOUT	
• NEC Equipment Lease Buyout \$20,735.40	\$426.53
• NEC Extended Warranty – 4 NEC Gateways	\$432.00
• NEC Software Assurance Program – 4 NEC Gateways	\$250.00
• Total Existing Monthly Expenses	\$1,108.53

NEC MIGRATION PROGRAM – SV9100	
• New System Lease Investment – Current \$987.40	\$936.70
• New Extended Warranty	\$0
• New Software Assurance Program	\$0
• New Total Monthly Expenses	\$936.70

NEW TOTAL MONTHLY SAVINGS	\$171.83
----------------------------------	-----------------

SOLUTION BENEFITS
• New NEC SV9100 VOIP Platform - Cpu 20
• New Self-Label VOIP Sets
• New 5-Year Warranty
• New 5-Year Software Assurance
• New ability to unplug and move extensions
• New Conference On-Demand
• System-Wide Voicemail to E-mail
• Mobile Extension
• New Desktop MLC Application
• Transfer calls between sites
• Intercom calls between sites
• Immediate Carrier Cost Reduction
• LTE Auto Failover
• E911 Compliant
• New U.C. Suites - Option
• New P.C. Attendant - Option

COMPANY: CITY OF GROSSE POINTE PARK

NEC Univerge Blue IP Gateway Components

Quantity	Item	Description
1	9000	Univerge Blue UC Gateway
1	9000	Univerge Blue 6 U Wall Rack System
1	9000	Univerge Blue UC OS Software
1	9000	Univerge Blue UC Administration Browser
	9000	Univerge Blue Line Blade
1	9000	Univerge Blue PRI VOIP License
	9000	Univerge Blue SIP License
1	9000	Univerge Blue LAN Recording - Reuse
X	9000	Univerge Blue Networking to NEC City of Grosse Pointe
2	9000	Univerge Blue Station Blade – Analog Devices
	9000	Univerge Blue Network LAN Module
1	9000	Univerge Blue Voice Mail/Auto Attendant License
1	9000	Univerge Blue Unified Messaging Bundle
72	9000	Univerge Blue UC Suite License
72	9000	Univerge Blue Resource License
5	9000	Univerge Blue Data Switch
	9000	Univerge Blue VRS Announcement License
1	9000	Univerge Blue IP Gateway Module
1	9000	Univerge Blue Conference Bridge License

NEC Univerge Phones

Quantity	Color	Item	Description
			Univerge Display Speaker Phone
			Univerge Display Speaker Phone
72	Black	VoIP	Univerge Display Speaker Phone
1	Black	Operator	Univerge BLF/DSS Console
1	Black	24 BTN	Univerge Operator
			Univerge Cordless DECT Multi-Line Phone
			Univerge MLC Desktop Remote User License
			Univerge Cordless Full Duplex Conference Phone

Additional Items

Quantity	Item	Description
1	9000-RSA	Univerge Remote System Access
1	PROMO	NEC 0% FMV Financing (<i>Expires 10/31/2022</i>)
1	PROMO	NEC 5-Year Extended Warranty (<i>Expires 10/31/2022</i>)
1	PROMO	NEC Loyalty Allowance of \$7,344.00 (<i>Expires 10/31/2022</i>)
1	PROMO	NEC 5-Year Software Assurance Program (<i>Expires 10/31/2022</i>)
X		Customers IT Company will need to Assist in the Implementation of the VOIP System

Standard Provisions

Quantity	Description
1	Connection of Customers Page System
1	Connection of Customers Music Source to System
1	All Required Installation Labor, Programming, Project Management & User Training



SYSTEM AGREEMENT

Centaris, a Michigan Corporation, 36333 Mound Rd Suite C., Sterling Heights, Michigan 48310, a certified partner of NEC, agrees to supply equipment and technical services (herein referred to as the Product) to **City of Grosse Pointe Park** (herein referred to as Customer), located at **15115 E Jefferson, Grosse Pointe Park MI 48230**. Customer agrees to the direct purchase or lease of the Product from Centaris with installation at **Same as Above**.

In consideration of mutual benefits derived herein Centaris and customer agree as follows:

1. The Customer will acquire the System by Lease Purchase from Centaris. The Customer will receive a Loyalty Allowance of **\$7,344.00** providing this agreement is executed by **10/31/2022**. The Trade Allowance is **inclusive** of the system price.

The Lease Agreement of the Product will require **60** payments of **\$936.70**, plus tax. The equivalence of two lease payments, plus sales tax, will accompany the System Agreement. Upon completion of the project a signature will be required for the Certificate of Acceptance and Lease Commencement by an officer of the company.

2. The equipment designed and supplied by Centaris is indicated on the equipment order.
 - A. The installation of the Product will be performed by Centaris or its agents and does not include conduit, cable surface raceway or outside cable, unless specified in the Equipment Order. The Customer will provide a clean, well-ventilated room free of chemicals, extreme dust, and direct heat and kept between +51 to +94 degrees with 5% to 80% humidity. Also, the group of outlets providing the power to telephone and/or voicemail system(s) should be on a dedicated circuit with an isolated ground. Customer is responsible for supplying power protection between the outlet and the telephone and/or voice mail system(s). Any variation from this environment may degrade system performance and void the warranty. Centaris is not responsible for any voice QOS issues related to the customer's carrier service provider. QOS and SLA's are recommended when implementing VoIP applications with all customer carrier service providers. Additionally, if permits are required they are not included in the purchase price. The permit fee, plus any related costs in obtaining the document, will be added to the final balance.
 - B. The NEC Univerge Blue UC Gateway Components and Phones will be warranted for **Five Years** from the date of installation by NEC in accordance with NEC's policy. All other software, components, application servers, PC's and peripheral equipment will be warranted for one year from the date of installation per the manufacturer's policy. Centaris includes a one-year technical support warranty.
3. In the event the Customer terminates or refuses to conclude the Agreement on the terms herein, the Customer will forfeit any deposits and be liable for any expenses incurred by Centaris in the course of procuring this Agreement and attempting to fulfill its obligations under this Agreement. Centaris is the secured party and owner of said system until payment is made in full or the lease requirements are fulfilled. Additional Terms are provided on the reverse side of this document.
4. In the event that the City Council does not approve this agreement on November 28 2022, this agreement is null and void.

Upon approval from City Council on November 28-th, 2022, all NEC promotions will be applied.

This Agreement and the performance hereunder shall be construed in accordance with the laws of the State of Michigan. In no event shall Centaris be liable for any indirect, incidental, or consequential damages arising in any way in connection with its products. This Agreement sets forth the entire Agreement between Centaris and Customer and no representation, promise or condition not contained herein shall modify its terms.

Date: _____

Print Name: _____

Centaris: _____

Customer Authorization: _____

AGREEMENT TERMS

A. Indemnification.

Customer hereby agrees to indemnify, defend, and hold Centaris. (hereinafter Centaris harmless from and against any and all claims, proceedings, damages, liability, or costs (including actual attorney fees) of any type or nature, incurred by Centaris in connection with any claim arising out of (i) Customer's breach or alleged breach of Customer's obligations set forth herein, or (ii) any acts by Customer, information contained in Customer's materials, or information posted or transmitted by Customer in connection with Centaris, regardless of the type or nature of the claim. Customer agrees to fully cooperate in the defense of any claim. Centaris reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Customer, and Customer shall not, in any event, settle any matter without the written consent of Centaris.

B. Costs and Attorney Fees.

Customer shall reimburse Centaris for any and all expenses incurred by Centaris in enforcing Customer's obligations under this Agreement, including all costs and actual attorney fees, whether incurred in litigation or otherwise.

C. Choice of Law, Personal Jurisdiction, and Forum Selection.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that a material portion of the duties and obligations contemplated by this Agreement take place in the State of Michigan. Customer hereby submits to the personal jurisdiction of the courts located in the State of Michigan. Any action brought hereunder shall be brought exclusively in a State Court in Macomb County, Michigan.

D. Disclaimer of Warranties.

a. Customer acknowledges that the Product(s) provided by Centaris is/are not built or produced by Centaris, and may have defects or deficiencies, which may affect the performance of the system being purchased from Centaris. Customer further acknowledges that Centaris may not be able to correct or repair any defects or deficiencies in the Product. Customer agrees that Centaris is providing the Product "AS IS", **without any warranty of any kind**. The sole warranty available to Customer, if any, is through the manufacturer. Centaris is not responsible for the performance of the Product being installed, or any limitation of performance of the software system being installed resulting from the capabilities or limitations of the hardware.

b. **Centaris does not make warranties of any kind, express or implied, and disclaims all warranties, express and implied, including, but not limited to, the implied warranty of merchantability, implied warranty of fitness for a particular purpose, implied warranty in tort, non-infringement, title, security, accuracy, availability, and uninterrupted access.** This disclaimer applies to any and all expenses, damages, or injury caused by any failure of performance, error or omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, or any theft, destruction, or unauthorized access to, or alteration of, any record or data, whether for breach of contract or for any other cause of action. Further, Centaris does not warrant that the system is free from bugs, interruption, errors, or other program limitations.

E. Customer must commence any litigation and/or file any and all claims, of any type or nature, against Centaris within one (1) year of the occurrence of the act, or failure to act, which is the basis of Customer's claim, notwithstanding any statutory or other limitation period, and all claims not filed within said period shall be forever barred.

F. Limitation of Liability of Centaris.

Customer agrees that the maximum amount Customer may recover for any claim based upon or derived from this Agreement shall be the amount Customer pays Centaris pursuant to this Agreement. In no event shall Centaris, its successors, or assigns be liable for incidental, indirect, consequential, or special damages, or lost profits, work stoppage losses, internet or computer failure, malfunction loss, or loss of goodwill.

G. Customer acknowledges that Centaris has made no representations which are not set forth in this Agreement.

H. The invalidity or unenforceability of any paragraph(s) or sub-paragraph(s) of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, or the remainder of any paragraph(s), and this Agreement shall be construed in all respects as if any invalid or unenforceable paragraph or sub-paragraph was omitted.

I. Except as herein otherwise provided, this Agreement shall inure to the benefit of, and shall be binding upon, the parties, their personal representatives, successors, and assigns.

J. This Agreement may be executed in counterparts, each of which shall be considered an original.

K. This Agreement shall be subject to and governed by the laws of the State of Michigan, and shall be deemed executed in the County of Macomb, State of Michigan.

L. This Agreement may only be modified by an Officer of Centaris.

M. In the event the customer terminates the agreement for any reason there will be a 20% restocking fee and 5% shipping/handling fee.

N. Customer is responsible for the security of their phone system. In the event of an unauthorized or fraudulent security breach through the phone system (i.e., unauthorized, fraudulent hacking), the customer accepts all responsibility for charges incurred from their telecom carrier and will not hold Centaris, Inc. liable. To help avoid an IP Communications System security failure Customer acknowledges and agrees to utilize proper security measures to prevent fraud by securing voicemail and voicemail boxes with a password upon system installation. Centaris recommends changing the default system passwords; and change passwords frequently. In the event the phone system is connected to the Customer's firewall, Customer acknowledges and agrees to utilize proper password and restrictions on their firewall to prevent fraudulent security breach (i.e., hacking)

O. Centaris is not liable or responsible for any carrier outages, carrier circuit failures/outages, router failures, firewall programming issues, customer premise equipment (CPE) issues, customer premise network (CPN) issues, quality of service (QOS) issues delivered by the carrier using VoIP, FXS, PRI or SIP connections.



City of Grosse Pointe Park

Board and Commission Application

First Name: Devan Last Name: Stachecki
Address: [REDACTED] City/State/Zip: Grosse Pointe Park, MI 48230
Home Phone: [REDACTED] Cell Phone: [REDACTED]
Email: [REDACTED]

AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- | | |
|---|--|
| ☐ Downtown Development Authority | ☐ Tax Increment Finance Authority |
| ☐ Beautification Commission | ☐ Parks and Recreation Commission |
| ☒ Planning Commission | ☐ Board of Review |
| ☐ Ethics Review Board | |
| ☐ Other: _____ | |
| ☐ Other: _____ | |

If you are applying due to a current vacancy, how did you hear about the vacancy?

- ☒ City Website ☐ Social Media ☐ Other: _____

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- ☒ YES ☐ NO

Why do you want to serve on this board and/or commission?

(Please attach an additional page if more space is needed)

Having attended recent discussions of City Council, TIFA and the Planning Commission, it is apparent that additional engagement from members of the community are necessary for us to realize a more successful and vibrant Grosse Pointe Park for all. I feel the Planning Commission could benefit from the perspective of those who reside in the Cabbage Patch, as this location finds itself at the heart of many of the key discussions which will shape the future plans for our community. I would like to lend my passion and experience to ensure that we chart a path for future development and community planning that amplifies the voices of those who feel left behind or ignored by recent decisions. Based on the feedback from the community I feel there is a need to bring greater focus onto future plans for the city so that community feedback can be incorporated earlier in the planning process. I believe I can provide the healthy tension necessary to be part of the continued growth and prosperity of the Grosse Pointe Park community.



City of Grosse Pointe Park

Board and Commission Application

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

I have worked for over 5 years under a trained landscape designer with extensive experience in working with local municipalities on a number of planning, zoning and environmental issues. In addition, through due diligence performed during multiple residential subdivision development proposals, I was able to gain experience and insight into the processes and considerations which govern development and planning communities within Washtenaw and Macomb counties.

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

Graduate of Ohio State University with a Bachelors of Science in Business Administration, specializing in both Finance and Operations Management.

Occupation (if retired list former occupation)

Employed since 2015 by General Motors working in a variety of fields including Supply Chain, Manufacturing supervision and currently as a Purchasing Supervisor.

Current and/or Former Volunteer Experience (including previous civic involvement)

I have been fortunate to work for an employer that places an emphasis on community outreach and have thus been able to contribute my time to volunteer organizations such as Gleaner's Food Bank, The Greening of Detroit and Matrix Human Services, amongst others during the past several years as a resident of Southeastern Michigan.



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

How long of you been a resident of Grosse Pointe Park (enter month and year when moved to City)
October 2020

Are you related and/or married to any current elected officials or City staff?

☐ Yes

☒ No

If you answered yes, name the person and/or people you are related to and the relationship(s):

The following questions are applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

☐ Yes

☐ No

If yes, please provide the property address(es):

Do you own a business or work at a business within the TIFA and/or DDA?

If yes, please provide the property address(es):

Are you a resident within the TIFA and/or DDA?

☐ Yes

☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

PLEASE NOTE: Applications are kept on file for a period of 2 years. If you are not appointed within that period, you must reapply. Resumes and cover letters can be attached to this application but are not required for consideration.

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park

ATT: City Clerk

15115 East Jefferson Ave.

Grosse Pointe Park, MI 48230

By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered.

I consent for City of Grosse Pointe Park to verify the information provided.

Signature of Applicant

10/12/2022

Date